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The Solicitors' Journal.

LONDON, JUNE 19, 1875.

CURRENT TOPICS.

NOTHING CAN POSSIBLY be more agreeable than the harmony which exists in the House of Lords as to the course to be adopted with reference to the School of Law Bill. That *enfant terrible* has always been an unwelcome guest, not very eagerly defended even by its parent, and it has now, with his consent, been comfortably put out of the way. It will be remembered that in introducing the measure Lord Selborne said the constitution of a teaching body was not an essential part of it, and the Lord Chancellor agreed that to establish a school of law would paralyze the efforts at teaching of the Inns of Court and the Incorporated Law Society, and that therefore there should be an examining body only. On the second reading of the Bill Lord Cairns repeated these views, and Lord Selborne intimated that effect might be given to them in committee by striking out the clauses relating to the constitution of a teaching body. In going into committee, however, the Lord Chancellor discovered that the Bill would be antagonistic to the Inns of Court Bill, which had passed the House of Lords, and which gave powers to the Inns of Court to improve and develop legal education. He, therefore, recommended his noble friend to be content with passing his School of Law Bill through committee *pro formâ* merely. Lord Selborne, "under the circumstances, felt bound to adopt the suggestion of the noble and learned lord on the woolsack, and to withdraw the measure after it had passed *pro formâ* through the committee of their lordships' House." It is understood that the reason for the adoption of this course is a desire not to imperil the passing of the Inns of Court Bill. We hope it may not prove that we have heard the last of the School of Law Bill.

THE ESTABLISHMENT of any rule which tends to diminish the necessity for the evidence of experts in light and air cases before the Court of Chancery must be matter of congratulation. The rule formerly adopted in applications for an injunction for obstruction to light was that the obstruction must be such as to render the house less fit for habitation or business, and the court was in the habit of looking for the evidence of scientific witnesses on that point. The result of such a vague test was to make the question a disputable one upon every occasion, and to induce the parties to pile up affidavits of architects and surveyors. This naturally gave an advantage to the side that could employ the most eminent architects, and get its affidavits most skilfully settled. It also led to the result that, looking merely at the arithmetical *data* in the various cases, practitioners, in advising on this subject, were unable to draw any definite line showing the limit to the right to light. In *City of London Brewery Company* v. *Tennant* (22 W. R. 172, L. R. 8 Ch. 212), Lord Selborne, C., following the suggestion of Stuart, V.C., in *Beadel* v. *Perry* (15 W. R. 120, L. R. 3 Eq. 465), made an advance towards the establishment of such a rule by suggesting that "there is ground for saying that if the Legislature [in the Metropolitan Building Act], when making general regulations as to buildings, considered that when new buildings are erected the light sufficient for the comfortable occupation of them will, as a general rule, be obtained if the buildings to be erected opposite to them have not a greater angular elevation than 45°, the fact that 45° of sky are left unobstructed may, under ordinary circumstances, be considered *primâ facie* evidence that there is not likely to be material injury, . . . evidence which requires to be rebutted by direct evidence of injury and not by the mere exhibition of models." This rule was adopted by the Master of the Rolls on Wednesday last in a case of *Hackett* v. *Baies*, where the court was, as usual, supplied with ample evidence of the opinion of architects and surveyors, the plaintiff's witnesses deposing that the obstruction would be material, and the defendant's witnesses stating that sufficient light would be left for all purposes. The learned judge stated that he should act upon the rule that, in the absence of special circumstances, obstructions below an angle of 45° would be considered immaterial, but any above it would be deemed material. He therefore granted an injunction restraining the further erection of the defendant's front walls, which happened to be at such a height as to subtend an angle of 45° at about the central point of the plaintiff's ground-floor windows, with liberty to the defendant to carry a sloping roof higher, but so as not to interfere with the direct access of light to the central point of the plaintiff's ground-floor windows at an angle of 45°.

AN ARTICLE in the *Pall Mall Gazette* of Wednesday last enunciates some startling legal propositions and employs some analogies which, to put it in the mildest form, seem inappropriate. The text of the remarks was the proposition of Lord Morley to omit the word "knowingly" from the 3rd section of the Sale of Food and Drugs Bill and its rejection at the instance of the Duke of Richmond and the Lord Chancellor. Our contemporary observes on this, that the assumption of a guilty knowledge will not, even when it is unfounded in fact, inflict any injustice on the trader, for whom there is specially provided, under clause 5, a remedy against the person from whom he himself purchased. "If it be said that it is unjust that the trader should be put to the trouble of taking proceedings against another party in a case where he has himself acted innocently, the answer is that it is still more unjust that the purchaser, who is at least as innocent and has moreover suffered the original wrong, should have to institute two sets of proceedings instead of one. The principle that, of two innocent persons, the one who has been the unwitting cause of injury to the other shall be the one to suffer, if anything has to be suffered, is a sound one, and cannot be departed from without injustice." We should very much like to know in what text-book or decision the author of the article found the very sweeping and alarming principle he here lays down. It is no doubt a principle of law with regard to civil liability that in certain cases where there has been a fraud committed by an agent by which one of two innocent persons—either his principal or a third party—must suffer, the principal must suffer. There are also other cases of the doctrine of *respondeat superior* which are analogous. Can it be that some notion derived from such cases has been running in the mind of the writer, and has led him to generalize in this startling fashion? It is hardly necessary to point out that these doctrines do not apply at all to criminal law, and that in any case his statement is far too broad. The adulteration of drugs is in the nature of a crime, and the common principle in respect of all crimes is that a *mens rea* is necessary. It is not a question of remedy or compensation to the purchaser at all, except in the same way as all criminal law exists for the benefit of the individual as a member of the general public; it is solely a question of punishment to the trader. Assuming that which is the hypothesis of

the *Pall Mall Gazette*—viz., that the tra der has not been guilty of any moral offence whatever— why is the purchaser to be entitled to prosecute him f or a crime without taking due care to see beforehand w hether there is sufficient evidence of his guilt? We altogether fail to understand either the principle laid down or its application.

But this is not all. The writer proceeds to charge the Lord Chancellor with misapprehension of legal principle, and succeeds in convicting himself of this very offence. "The word 'knowingly,'" he observes, "might perhaps, however, have been retained with propriety in the clause if the *onus* of disproving guilty knowledge were thrown upon the defendant, but this was also opposed by Lord Cairns, and opposed in virtue of what we must submit to be a wholly fallacious application of a legal principle. It is not, we contend, a case of presuming a man to be guilty until he has proved himself innocent; on the contrary, it is a case of presuming a man to intend the consequences of his own acts, and throwing upon him, as is done every day in other matters, the burden of proving that he did not intend them. If a man shoots another through the head it is surely for him to show that he did not know the gun to be loaded, and if a tradesman poisons or defrauds a customer by selling him an adulterated article it is for him to show that he did not know it was adulterated." This astonishing argument hardly needs a commentary; it is too obviously proposterous. It is surely plain that the meaning of the principle that a man is taken to intend the natural consequences of his acts is that he must be taken to intend the consequences that are the *apparent* natural consequences of his acts. If I fire a loaded gun into a crowd it is common knowledge that it will probably kill or severely wound somebody; therefore I am taken to have intended that. If I take up what appears to be a common walking stick and playfully poke some one with it, but it happens, unknown to me, to be a sword stick, and a spring releases a blade, which kills the person poked, there is nothing but misadventure. It is ludicrous to suggest that the sale of an adulterated article innocently is an application of the principle that a man must be taken to intend the consequences of his acts.

We do not, in making these remarks, mean to say that there may not be sound arguments in favour of making the trader responsible without knowledge, on the principle that he is guilty of negligence in not ascertaining the quality of the article, but that is consistent with *mens rea*. We feel bound, however, to protest against such arguments as our contemporary has used. It is generally deemed essential, in discussing legislative subjects, that sound legal principles should be kept in view.

THE LORD CHIEF BARON, in giving judgment against the defendants in *Warner* v. *The Brighton Aquarium Company*, is reported to have said that he did so, "not only with reluctance, but with a degree of repugnance beyond his power to express," and to have added a hope that the judgment would lead to a "great and salutary amendment of the law." Commenting upon this expression of opinion, the *Pall Mall Gazette* of Saturday last, while admitting that its own sympathies were practically identical with those of the Lord Chief Baron, thought it becoming to intimate that it would be better if judges would confine themselves to administering the law, and forbear to express their sentiments upon its policy. Mr. Disraeli went further on Tuesday last when he said the judges were a "little too apt to criticise Acts of Parliament," and that "the language of Acts of Parliament is not always treated by the judges with that respect and decorum with which he trusted the House would always treat the language of those learned personages."

This is very novel doctrine. Not only the policy, but the language of the statute law is to be exempt from the criticism of those who know most about it. The products of the parliamentary draughtsman's workshop are to be raised to a serene elevation far above the criticism of even the highest critics. The clumsy expressions and obscure language of Acts of Parliament are to be reverently cloaked by the judges, and, however much an alteration may in this respect be needed, they are, according to the *Pall Mall Gazette* and the Premier, either to hold their peace or to say that the Act is framed with all that lucidity and wisdom which is well known to characterize the productions of an enlightened Legislature. This, at least, is what we take to be a respectful and decorous treatment of the language of an Act of Parliament. We hope it will not be deemed disrespectful or indecorous to say that a sillier notion never was promulgated. Criticisms by the judges on the language of Acts of Parliament are of great service in drawing attention to the prevalence of slovenly drafting. Expressions of opinion by the judges may be, and often have been, of the highest value in directing the attention of the Legislature and of the Administration of the day to defects in the statute law which urgently need to be amended. Take, for instance, the 7th section of the Vendor and Purchaser Act of last session, of which the Master of the Rolls said the other day that "nobody had been able to understand its meaning;" does Mr. Disraeli doubt that if the repealing clause had not already been inserted in the Land Transfer Bill, that expression of opinion would have led either to the repeal or the re-modelling of the clause, and can he deny that legislation in that direction would be a benefit to the nation, in saving litigation and uncertainty? It seems to be little known how much of our legislation is due to observations of judges drawing attention to defects in the law. Confining ourselves to last session, the Settled Estates Extension Act remedied a grievance to which Malins, V.C., referred in *Re Merry's Settled Estates* (15 W. R. 307), where he said "he could not grant the prayer of the petition, but he said this with great reluctance. . . . It was much to be regretted that the court had not a discretion vested in it in such cases." The Powers Law Amendment Act, again, was no doubt due to the observations of the Master of the Rolls in *Gainsford* v. *Dunn* (22 W. R. 499). The strong remarks of the Queen's Bench in *Reg.* v. *Smith* (21 W. R. 382) probably led to section 27 of the Licensing Act of last session.

One would really suppose, from the remarks to which we have referred, that the practice of judicial comment on the policy of legislation is a novel one. This is far from being the case. The sarcastic comment on the law of divorce which Mr. Justice Maule addressed to a prisoner whom he was sentencing for bigamy is an instance in point which will occur to every one. In *Attorney-General* v. *Lockwood* (9 M. & W. 395) we find Lord Abinger saying "the law had a very pernicious effect not at all contemplated." See also *per* Lord Campbell in *Reg.* v. *Heaton* (1 E. & E. 782); *per* Pollock, C.B., in *Miller* v. *Salomons* (21 L. J. Ex. 197); and *per* Alderson, B. (*Ib.* 190), where both those learned judges expressed their opinions as to the impolicy of excluding Jews from Parliament by a side-wind. We do not pretend that judicial comment on the policy of legislation is free from danger of abuse; but the wholesale condemnation of the practice by Mr. Disraeli and the *Pall Mall Gazette* only shows how little those authorities know of the matter about which they speak so confidently.

IN THE COURSE OF LAST YEAR there were twenty-four additions to the list of Queen's Counsel, including eight members of the equity bar. The following gentlemen have now been raised to this dignity:—

Of the equity bar seven members, viz.—Mr. C. Lacock Webb (Easter Term, 1850), Mr. G. W. Hemming (Easter Term, 1850), Mr. Graham Hastings (Michaelmas Term, 1854), Mr. H. B. Ince (Trinity Term, 1855), Mr. W. F. Robinson (Michaelmas Term, 1856), Mr. Montague H. Cookson (Trinity Term, 1859), and Mr. Horace Davey (Hilary Term, 1861).

Of the common law bar—three members of the Northern Circuit, Mr. T. Campbell Foster (Hilary Term, 1846), Mr. T. H. Baylis (Hilary Term, 1856), Mr. J. E. Gorst (Easter Term, 1865); two members of the Midland Circuit, Mr. L. W. Cave (Trinity Term, 1859) and Mr. J. W. Mellor (Trinity Term, 1860); and one member of the South Wales Circuit, Mr. B. T. Williams (Hilary Term, 1859).

We understand that a committee appointed by the judges is sitting to settle the scale of fees to be taken under the new procedure which will be inaugurated in November.

THE MERITS OF THE JUDICATURE ACT.

The letter of Mr. Arthur Wilson to the *Times*, which will be found in another column, brings out very fully and distinctly all the evils which the Judicature Act of 1873 was intended to cure, and shows very clearly that the Act, taken in conjunction with the schedule to the present Bill, will remove or mitigate all or most of these evils. We think, indeed, that on the question of *pleading*, he exaggerates both the mischief and the remedy, and he certainly overlooks the obvious advantage of having two different classes of procedure for cases involving, and those not involving, complicated questions of multiple interests. But this is a secondary matter. Mr. Wilson quietly gives the go-by to the only points which have been seriously urged as objections to the Act; first, that it abolished the principle of double appeal; and secondly, that the whole arrangement was too *doctrinaire* and pretentious, and needlessly interfered with the existing judicial system.

On the first point there is the most singular unanimity of opinion; indeed, we are not aware that any lawyer in or out of Parliament, except Lord Selborne himself, has ventured to support the Act in this respect. There has been plenty of criticism of the House of Lords, of the new Court of Final Appeal (about which no one yet knows anything), and of the Court of Intermediate Appeal proposed by the pending Bill; but no one has seriously proposed that the Act should be allowed to come into operation with this provision unaltered, whatever difference of opinion there may be as to the most desirable substitute. While on this point we may notice a singular misapprehension under which some of the speakers seemed to be labouring in the late debate in the House of Commons. The Court of Appeal provided by the Act of 1873 includes amongst its members the four salaried members of the Judicial Committee, who were all to have become ordinary members of the new court, and this whether the jurisdiction of the Committee was or was not wholly transferred, which was left undetermined by the Act. The present Bill proposes to restore two of these members completely to the Committee (which is to retain, at least for the present, an important part of its functions), and to retain only two of them in the new Court of Appeal, which is nevertheless charged with a considerable portion of the duties of the Judicial Committee—the appeals from the High Court of Admiralty. This was actually spoken of in the House of Commons as unnecessarily *weakening* the Judicial Committee; the speakers losing sight entirely of the facts that this weakening (if any) was the result of the Act, not of the Bill; and that, even were that not so, the result of the two measures taken together would be to leave the Judicial Committee stronger, in proportion to the work to be done by it, than it was in the days when its reputation was at the highest, or is now.

But the real ground of complaint against the Act is the second above mentioned. It was fairly enough said by Sir Edmund Beckett, in a letter which we noticed a few weeks ago,* that all that is really good and desirable in the Act is contained in two or three sections, and might have been accomplished without any alteration of the existing system of courts and judges, by merely giving every court complete jurisdiction to administer relief of every kind, with a few words to prevent them from declining to exercise such jurisdiction. An Act in three clauses, following the principle of Sir John Rolt's Act, and applying it to every case and every court, would have been amply sufficient for the occasion. We have already * given our reasons for accepting the Act, now that it has passed, rather than endanger the desired reforms; but we are not surprised that many, who see how completely the pennyworth of bread is swamped by "all that sack," have shown indications of a desire for reaction to the extent of getting rid of all the needless and pretentious machinery with which a few very simple—but very valuable—reforms have been so ostentatiously enveloped.

We thoroughly agree with Mr. Wilson on the desirability of enabling—and compelling—every court to do complete justice *secundum subjectam materiem*, but we fail to see how that end is advanced by calling the "courts" "divisions"; we think the present complicated arrangements about sittings "in Term" and "after Term," "in London" and "in Middlesex," &c., fantastic if not absurd, but we cannot see any reason for abolishing the courts themselves in order to provide the "complete remedy — continuous sittings;" we agree that nothing could well be conceived more objectionable than the Court of Exchequer Chamber, *except* the provision proposed in substitution for it by the Judicature Act of 1873. The worst of all possible courts would, we think, be a court of *final* appeal capable of sitting in three or four distinct divisions, and which would certainly gravitate into as many independent, and probably not consentaneous, courts.

Mr. Wilson's remarks on equity pleadings are scarcely justifiable. As we read the precedents in the schedule to the pending Bill, they do not—at least as to those in the chancery division—differ in any respect from a well-drawn bill in chancery, except in the purely formal parts, and in the fact that the prayer is detached from the Bill, and indorsed upon the needless piece of additional trouble and expense called the writ. That this is not an advantage is clear from the consideration, so familiar to the profession, that in a well-drawn bill every word of the statement depends upon, and has direct reference to, the prayer, while the prayer again is necessarily dependent upon, and modified by, the particular facts, so that it is simply impossible to settle either to the best advantage without at the same time drawing the other. In every case in which any statement not of the simplest nature is required under the new practice, the divorce between prayer and statement effected by the new rules will, we fear, prove a fertile source of blunder and expense, from which equity pleadings, since the great reforms of 1852, have been comparatively free.

What Mr. Wilson says about the absurdity of cross-examination before an examiner in chancery is undeniable; it can neither be gainsaid nor palliated; but it has ever since October, 1852, been in the power of the court, at the instance of either party, and since February 6, 1861, in that of the plaintiff absolutely, to have this cross-examination taken in court before the judge whenever desired; and the existing practice in at least one branch of the court shows conclusively that no further legislative assistance was required to produce this most desirable end. The practice of cross-examination before an examiner is being rapidly eliminated by a process of natural selection, and a few words in a General Order could have given the widest extension to the right of cross-examination in open court, if and whenever the Lord Chancellor for the time being thought it desirable to do so, even had the Judicature Act of 1873 never been passed, or had the movement for its repeal, lately

* *Ante*, p. 550.

* *Ubi suprà.*

threatened by Mr. Waddy, been pushed to a successful issue. *Quod bene Di averterunt.*

CONTRACT FOR SALE OF LAND.

THE case of *Angell* v. *Duke* (23 W. R. 548, L. R. 10 Q. B. 174) is one that requires consideration, inasmuch as, if we are not mistaken, it substantially overrules a previous decision of the Queen's Bench in the case of *Mechelen* v. *Wallace* (7 A. & E. 49). We do not see how the two cases can be reconciled. It is not very easy to understand how the court arrived at the conclusion that they were not bound by the previous decision, but often *quod fieri non debet factum valet*, and we are not concerned to say the court were wrong if the matter were *res integra*. The case, however, is rendered still more noteworthy by reason of the subsequent decision of the Queen's Bench in *Angell* v. *Duke* (23 W. R. 548), when the same case came before the court at another stage.

The question arose in the first instance thus:—The declaration stated that the plaintiff and defendant had been negotiating for the letting by the defendant to the plaintiff of a house, and the plaintiff objected to become tenant, on the ground that the house was in bad repair and insufficiently furnished; that the defendant, in order to induce, as he did thereby induce, the plaintiff to become forthwith tenant to him of the house, *verbally* promised the plaintiff that he would, within a reasonable time after the creation of the tenancy, do repairs and send additional furniture into the house, and thereupon afterwards, in consideration that the plaintiff, at the defendant's request, had so forthwith become tenant to the defendant, the defendant promised the plaintiff that he would within a reasonable time do such repairs and send such additional furniture into the house. For breach of the last-mentioned promise the action was brought. To this declaration the defendant demurred. The question was whether the verbal promise was unenforceable, as relating to an interest in land within the 4th section of the Statute of Frauds. The court held that it was not within the statute.

Now in *Mechelen* v. *Wallace* there was an agreement that if the plaintiff would take possession of a house partly furnished, and become tenant on its being completely furnished, the defendant would send into the house all the furniture necessary to furnish it completely; and that agreement was held to be an agreement for an interest in land. The case was put on the ground that the consideration could not be severed from the promise; and the agreement to send in the furniture was part of one entire contract for an interest in land within the statute. It was regarded as immaterial that the particular promise sued upon was not the promise to convey the interest in land. It seems almost too late to suggest that the statute only applies where the contract is sought to be enforced in respect of the interest in land. It has been held over and over again, under circumstances of the greatest hardship, that where the transfer of the land was effected, and nothing remained but to pay the price, the vendor could not recover. (See *Cocking* v. *Ward*, 1 C. B. 858; *Kelly* v. *Webster*, 12 C. B. 233; *Hodgson* v. *Johnson*, E. B. & E. 685.) The ground on which the decision of the court in *Angell* v. *Duke* was put was that the agreement sued upon was collateral to the agreement for the sale of the land. Lush, J., seemed to throw some doubt on the decision in *Cocking* v. *Ward*, on the ground that it was not clear that the court were right in that case in holding the agreement to be one relating to an interest in land. But the decision still remains unquestioned so far as it decided that if the agreement is one for an interest in land the payment of the consideration money cannot be enforced, even though the consideration on the other side is executed, and the defendant has had the enjoyment of the interest in land which formed the subject of the contract. The ground on which the agreement was held to be collateral in *Angell* v. *Duke* is thus given by Lush, J.:—"How does this declaration set out any contract or sale of land, or any interest in or concerning land? I quite agree if the contract alleged is a contract containing any material term which amounts to a sale of an interest in land, then all the other terms subordinate to it must stand or fall with it. If it had been a part of the terms that the defendant agreed to let, or the plaintiff agreed to take, I quite agree the whole would have been void as not being in writing; but there is no such statement. This promise was made as an inducement to the plaintiff to enter into this arrangement. No obligation arose until the consideration had been executed by the plaintiff entering and becoming tenant." Archibald, J., said—"The substance of the contract, as set out in the declaration, is 'If you choose hereafter to become tenant, I now agree that I will do the repairs and send in the furniture.' There is no contract binding the plaintiff to become tenant at all."

The distinction between this and a contract in which one party agrees to become tenant, and in consideration of such agreement the other party agrees to do the repairs and send in the furniture, is obvious, but the effect of the second decision in *Angell* v. *Duke* (23 W. R. 548) must be looked at in order to estimate the practical effect of this distinction as applied to real instances. When the case came on for trial it appeared that the plaintiff had become tenant under a written agreement which did not contain any mention of the terms as to putting the premises into repair or sending in furniture. Blackburn, J., ruled that the written agreement only could be looked to, and excluded any previous parol arrangement entered into during the negotiations for it. That ruling was upheld by the court. It will at once be apparent that the effect of this ruling is to limit the practical application of the first decision to a considerable extent. Wherever there is a subsequent written agreement for tenancy no evidence can, in general, be given of any former agreement. It seems to us that some difficulty arises in saying that the agreement set out in the declaration in *Angell* v. *Duke* was collateral only, and yet saying that the subsequent written agreement excluded it. If the two agreements did not cover the same subject-matter, why should that be so? The class of cases of which *Lindley* v. *Lacey* (13 W. R. 80, 17 C. B. N. S. 578) is a specimen, do not appear to have been pressed upon the court in the argument of *Angell* v. *Duke*. It is well known that of late evidence has been received more freely than would have been allowed thirty or forty years ago, of parol contracts made at the same time with, and relating to the same subject-matter as, a written contract; and, if not altering the terms of the written contract, at least qualifying their practical effect. One of the most striking of the cases in which this has been done was *Morgan* v. *Griffiths* (19 W. R. 957, L. R. 6 Ex. 70), where evidence was given of a promise to keep down the rabbits made by the landlord to the tenant in consideration of the tenant's executing a lease; and this decision was followed in *Erskine* v. *Adeane* (21 W. R. 802, L. R. 8 Ch. 756). And in *Mann* v. *Nunn* (43 L. J. C. P. 241) a tenant was allowed to give evidence of a promise by the landlord "that proper drains should be put in, the water laid on, a water-closet built, and the house altogether finished fit for habitation." In the recent case, the contention of the plaintiff was said to be an attempt to add additional terms by parol, and in one sense it undoubtedly was so; but it is not quite easy to see how it was so in any other sense than was done in *Morgan* v. *Griffiths*, *Erskine* v. *Adeane*, and *Mann* v. *Nunn*. Nor do we gain much more guidance from the observation of Blackburn, J., that "in *Mann* v. *Nunn* I should not have said there was a collateral contract. *Morgan* v. *Griffiths* I should probably have decided as it was decided." All we can gather from this is that *Mann* v. *Nunn* is, in the opinion of Blackburn, J., a questionable decision. The distinction between these cases and *Angell* v. *Duke* would seem to be that, in the

latter case, though on the declaration the agreement might be a collateral one, the view that the court probably took was that, on production of the written agreement, it appeared that the former agreement could not, in fact, be looked upon as collateral—in other words, it appeared, on the true construction of the written agreement, as applied to the surrounding circumstances, that the writing ought to be considered as intended by the parties to contain the whole agreement between them in relation to the transaction. The written agreement demised the furniture as well as the premises, and referred to a schedule of the furniture, which contained no mention of any additional furniture. This may have appeared to the court inconsistent with the existence of any agreement to put in additional furniture.

We would not, therefore, venture to say that there is any conflict between the two decisions in *Angell* v. *Duke*, though we must say that, looking to the expressions in the judgment in the first case which dwell so very strongly on the ground that the agreement was altogether collateral and separate from the tenancy, we are somewhat surprised that the court found so very little difficulty in coming to a decision adverse to the plaintiff in the second. It must be remembered, however, that the point arose on demurrer in the first case; nothing appeared with reference to the subsequent written agreement in the declaration, and it was consistent with what was stated, that the tenancy was not under a written agreement at all, in which case the point which ultimately proved fatal to the plaintiff could not have arisen at all.

Recent Decisions.

EQUITY.

A Rule of Construction.

O'Mahony v. *Burdett*, H.L., 23 W. R. 361; *Ingram* v. *Soutten*, H.L., 23 W. R. 363.

The importance of these cases will be seen when we say that they demolish a hard and fast rule of construction, supposed to have been established by the well-known case of *Edwards* v. *Edwards* (15 Beav. 357). In that case the late Master of the Rolls laid down, as deducible from the authorities, four rules of construction relating to gifts over on the contingency of the death of the prior taker. The fourth of these rules applied to cases where there is a gift to one for life, and after his decease to A., and if A. shall die without leaving a child then to B. Under this form of gift Sir John Romilly laid down, as a rule of construction, that A's. dying without leaving a child meant dying in the lifetime of the tenant for life, and that if he survived the tenant for life he took absolutely, so that if he afterwards died without leaving a child the gift over to B. would not take effect. It was within this rule that the learned judge held the case before him to come, so that the fourth rule was not only laid down in *Edwards* v. *Edwards*, but it was expressly the *ratio decidendi* of the case. The rule was questioned by Mr. Vaugham Hawkins in his book on the Construction of Wills (p. 258), and, as one of the counsel in *O'Mahony* v. *Burdett*, he had the pleasure of assisting in demolishing it. The mere statement of the rule shows that it is highly technical, and calculated to defeat the intention of testators; but it has hitherto been generally regarded as firmly established, and in *Re Heathcote's Trusts* (22 W. R. 42, L. R. 9 Ch. 45), which was the title of *Ingram* v. *Soutten* in the court below, the Lords Justices unhesitatingly followed it. As now settled by the House of Lords, in the case of a gift such as that mentioned above, the context of the will must be regarded, and unless there is something to negative the ordinary interpretation of the words, death without leaving a child will mean death at any time without leaving a child. What will be a sufficient context to justify the opposite interpretation may be illustrated from the same case of *Edwards* v. *Edwards*, where, according to more than one of the lords, the actual decision was right, though not for the reasons given by Sir John Romilly. In that case a gift to the testator's wife during widowhood, to be changed into an annuity on her second marriage, was followed by the direction: "If my said wife shall remain my widow, . . . my said trustees . . . shall *assign and transfer* to each of my children their shares immediately after her death, and as soon as they arrive at twenty-one years of age; and they, my three children, shall pay to their mother as above mentioned. Further, my will and meaning is that if one of my three children shall die, leaving no children, . . . his or her share shall be equally divided between the other two." In this case the assignment and transfer on attaining twenty-one sufficiently indicated the testator's intention that the children were to take something more than life-interests, and so apparently it would be held now, although the rule within which it was drawn is no longer in existence.

Reviews.

VESTMENTS.

The Edwardian Vestments. By H. R. Droop, M.A., Barrister-at-Law. London: Hatchards.

Mr. Droop, whose accurate knowledge of our ecclesiastical law is well known, has in this pamphlet summarized, from what we may call an anti-Ritualistic point of view, the history of the celebrated "ornaments rubric" in the Book of Common Prayer. As he very fairly remarks, the words used, at first sight, would appear to refer to the vestments prescribed for the communion and ante-communion service by the first Prayer-book of the reign of Edward VI., and to no others. "Such ornaments of the Church," so runs the rubric, "and of the ministers thereof at all times of their ministration, shall be retained and be in use as were in this Church of England by authority of Parliament in the second year of the reign of King Edward VI." The latter clause, "by authority of Parliament, &c.," it is now settled law, refers to the 2 & 3 Edw. 6, c. 1, establishing the first Prayer-book. The rubric, therefore, reads thus:—"Such ornaments, &c., shall be retained and be in use, as were in this Church of England according to the first Prayer-book of Edward VI."; and in that book are prescribed the vestments with respect to the use of which so much heated controversy has raged of late years. Mr. Droop, having started with this candid admission, proceeds to give his reasons for holding that the surplice has nevertheless superseded the vestments, laying especial stress upon the effect of the advertisements promulgated in 1566, and on the canons of 1603-4, and on *contemporanea expositio*. His conclusion will, of course, carry no more conviction to the minds of his opponents than did the *ex parte* decision in *Hebbert* v. *Purchas*. There is, we fear, no hope of a termination to the dispute until the point at issue has been fully heard and argued on both sides before the Judicial Committee. The abandonment of his appeal by Mr. Mackonochie, the reasons for which he has recently explained, renders this consummation, though "devoutly to be wished," more distant than ever.

Mr. Fisher, the judge of the Bristol County Court, stated at a recent sitting that in future he should not allow plaintiffs to be represented by any persons except members of the legal profession, though an agent might be allowed to prove a debt. He should also require every railway or other public company to be represented by an attorney.

Notes.

A QUESTION of considerable importance with regard to the jurisdiction of the English Court of Bankruptcy over a creditor whose domicile is not English, and who is actually resident out of England, was decided by the Chief Judge on Monday week. By section 2 of the Bankruptcy Act, 1869, it is enacted that the Act "shall not, except in so far as is expressly provided, apply to Scotland or Ireland." Section 66 gives to every judge of a local court of bankruptcy, for the purposes of the Act, in addition to his ordinary powers as a county court judge, all the powers and jurisdiction of a judge of the Court of Chancery. Section 72 provides that, "Subject to the provisions of this Act, every court having jurisdiction in bankruptcy under this Act shall have full power to decide all questions of priorities, and all other questions whatsoever, whether of law or fact, arising in any case of bankruptcy coming within the cognizance of such court, or which the court may deem it expedient or necessary to decide for the purpose of doing complete justice or making a complete distribution of property in any such case." Section 73 provides that orders made by English courts of bankruptcy shall be enforced in Scotland and Ireland in the courts having jurisdiction in bankruptcy in those countries respectively. Section 74 makes the English, Scotch, and Irish Bankruptcy Courts, and British courts having jurisdiction in bankruptcy elsewhere, respectively auxiliary to each other in matters of bankruptcy. Section 75 enables an English bankruptcy court to order a person who is in Scotland or Ireland to be examined there, and section 76 provides for the enforcement of the warrants of English bankruptcy courts in Scotland and Ireland, and elsewhere in the Queen's dominions.

In *Ex parte Robertson*, the case to which we refer, the liquidating debtors were traders within the jurisdiction of the Newcastle-on-Tyne County Court. One of their creditors was a domiciled Scotchman, who resided in Scotland, and had no residence or place of business in England. He proved in the liquidation for his debt, and received a dividend upon it. After this had been done, the trustee applied to the county court for an order that the creditor should refund a sum of £120, which, as it was alleged, had been paid to him by the debtors after the commencement of the liquidation in part satisfaction of what they then owed him. In making his proof the creditor had in fact allowed for this payment, though he did not state that he had done so, but he proved only for the balance of his debt. It was objected that the county court had no jurisdiction to make the order asked for against a domiciled Scotchman, who was in no way within its jurisdiction. The Chief Judge, however, affirming the ruling of the county court judge, held that a creditor who had come in and proved in the liquidation had in effect entered into a compact that the debtor's estate should be completely and duly administered by the English court in accordance with the English bankrupt law, and that the court had therefore, by means of section 72, jurisdiction to order him to refund any part of the debtor's estate, which, according to the principles of that law, was improperly in his possession. He had in fact, by proving, made himself a party to the proceedings, and was as much bound by the order of the court as if he had been within its jurisdiction.

ANOTHER POINT was also raised in *Ex parte Robertson* as to the service of a notice of motion upon a person who is out of the jurisdiction. In *Ex parte O'Loghlen* (19 W. R. 459, L. R. 6 Ch. 406), it was decided by the Court of Appeal that the English Court of Bankruptcy has no power to order a debtor's summons to be served out of the jurisdiction, there being no express power to do so given by the Act of 1869 or by the Rules of 1870. Lord Justice Mellish said that, "in dealing with Acts of Parliament of this description, which are intended only for particular parts of the United Kingdom, the true principle of construction is, that all things which are to be done under the authority of the court must be done within the jurisdiction, unless the Act expressly or by necessary implication enables them to be done elsewhere." And he added that, as the 59th rule prescribes twenty-one days as the time from the date of a debtor's summons within which it must be served, "within which period it would, in many cases of persons out of the jurisdiction, be impossible to serve it," and there is no provision for service out of the jurisdiction, though there is such a provision with regard to the service of a bankruptcy petition where the debtor petitioned against is not in England, the inference is that it was not intended that a debtor's summons should be served out of England. And it was accordingly held in *Ex parte O'Loghlen* that personal service of a debtor's summons in Ireland, made under an express order of the English Bankruptcy Court, was a nullity, and that the debtor had committed no act of bankruptcy by failing to comply with the summons. The 50th rule provides that a notice of motion must be served upon the party to be affected thereby "four clear days at least before the day named in such notice as the day when the motion is to be made." There is no provision made for service out of the jurisdiction. In *Ex parte Robertson* the notice of the trustee's motion was personally served in proper time upon the Scotch creditor in Scotland, no order having been obtained (if indeed that was possible) for service out of the jurisdiction. At the time appointed for the hearing an English solicitor appeared for the creditor, and took the objection that the court had no jurisdiction over him. The judge overruled the objection, and the solicitor then asked for an adjournment to give him time to meet the case on its merits, and this request was granted. At the adjourned hearing counsel appeared for the creditor, and renewed the objection to the jurisdiction, but, upon this point being decided against him, he withdrew before the evidence was gone into. Before the Chief Judge it was contended that the service of the notice of motion out of the jurisdiction was, not a mere irregularity capable of being waived, but a complete nullity, just as was the service of the debtor's summons in *Ex parte O'Loghlen*, and that, even if there could be a waiver, the appearance for the purpose of objecting to the jurisdiction could not operate in that way. The Chief Judge, however, held that there had been nothing more than an irregular service, and that the irregularity had been waived by what had taken place.

A RULE *nisi* for a writ of prohibition to the Lord Mayor's Court was granted on Friday last in a case of *Washer* v. *Elliott* by the Court of Common Pleas, under the following circumstances:—An action had been brought in the Common Pleas under the Bills of Exchange Act, and the plaintiff had recovered judgment; he then issued a judgment summons in the Common Pleas under the Debtors Act, 1869, and served defendant. Defendant appeared upon the hearing of the summons, and an order was made against him; he did not comply with the order, and a second summons was taken out against him in the Common Pleas. Plaintiff appears to have abandoned this summons, as no order was made upon it. Then the plaintiff took out a judgment summons in the Lord Mayor's Court calling upon defendant to show why he should not pay the amount of the Common Pleas judgment. On the hearing the defendant's attorney objected to the jurisdiction of the court on the ground that the defendant did not reside or carry on business within the jurisdiction of the Lord Mayor's Court. The plaintiff relied upon the 5th section of the Debtors Act, 1869, which is as follows:—"Subject to the provisions hereinafter mentioned and to the prescribed rules, any court may commit to prison for a term not exceeding six weeks, or until payment of the sum due, any person who makes default in payment of any debt or instalment of any debt due from him in pursuance of any order or judgment *of that or any other competent court.*" The judge of the Mayor's Court made an order against defendant, and it was for a prohibition against all further proceedings in the Mayor's Court and from proceeding on their order that defendant applied. The court granted a rule *nisi* returnable in Michaelmas Term. This is the first application for a prohibition of which we have heard against this particular course of proceeding, which we are informed is a rather common practice.

MR. SKINNER, of Temple-chambers, the attorney for the appellants in the case of *Riche* v. *The Ashbury Railway Carriage Company* has addressed a letter to the *Globe* comparing the rate of progress of that case when before the Exchequer Chamber with that before the House of Lords. The suggestion of error was entered on the 18th of January,

1873, and the case was set down for hearing as soon as possible. It came on for argument on the 21st of June and was before the Court of Exchequer Chamber for four days; but it was not till the 20th of June, 1874, that the judgment was delivered. On the day after the meeting of Parliament this year the error roll was brought into the House of Lords, and when the case was set down for hearing there were twenty-four others before it. On the 11th of May Mr. Skinner received a notice that the appeal would be heard on the 28th, which date was by a subsequent notice postponed till the 1st of June. The hearing commenced on that day and continued on the 3rd and 4th, and on the 8th the judgment of the House was delivered. Thus, notwithstanding the length of the list of appeals, the case passed through the House in little more than four months.

THE JUDICATURE ACT.

MR. ARTHUR WILSON, who it will be remembered was one of the framers of the new rules of procedure, has written and sent to the *Times* an elaborate statement of the objects of the Judicature Act, from which we extract the following passages:—

"The relation of equity to common law is shortly this:—First, it recognizes and enforces rights and duties of which the common law takes no notice. The two do not clash; but one takes up the matter where the other leaves it off. Property is settled under a marriage settlement and vested in trustees. The common law courts give the trustees every facility for protecting the property and for all their dealings with third persons; but if the husband, or wife, or children wish to enforce their rights they must go to the Court of Chancery. And so it is in other cases. Hence the rights of the trustee as the representative of the whole group of persons interested are called legal rights, and the individual rights of the several beneficiaries are called equitable rights. Whatever names we choose to use, the distinction between these rights is an obviously convenient one, and will certainly be permanent; and the adjustment of the last class of rights, like much other administrative work, requires the aid of a staff of officers which it is not necessary that every court should possess, and which may therefore be usefully assigned to a particular court. This is all that is meant by any sensible man who says that you cannot fuse law and equity. What can be done and ought to be done is to secure that every court shall recognize every kind of right, and, as occasion arises, either deal with it itself or hand it over to some more convenient tribunal; and this is exactly what the Judicature Act provides. Secondly, the common law and equity courts apply different remedies to the same case. If you are content with damages because your neighbour refuses to sell you the house he agreed to sell, or sickens you by burning bricks before your door, you may bring an action at law; but if you want to compel him to give you the house, or prevent his beginning to burn bricks, you must go into chancery. What is reasonable is that each court should apply any remedy which the circumstances of the case may require; and so says the Act. Thirdly, there are some cases, not as many as is sometimes thought, in which the rules of common law and equity actually conflict. Here it is clear that one ought to supersede the other; and the Act provides that in such cases the rule of equity shall prevail. These are the changes advised by the commission and carried out by the Act. You may call the thing fusion or not, as you like; but what is important is this—that what is now called law and what is now called equity are placed upon exactly the right footing.

"Then as to the sittings of the courts. In the first commercial centre in the world—in the city of London—you cannot try a cause between an early day in July and a late day in December—for more than five months at a stretch; you cannot have the decision of a court of law on any question of law from the middle of June to the 2nd of November. When the courts do visit London, which they do four times a year, they go, not to finish the business, but to sit for a limited number of days. The result is that a man who enters a special jury cause for trial often does so, as now in the Queen's Bench, at the bottom of such a list of arrears that he cannot be reached for twelve months at least; and it is hardly better at Westminster. When at last his cause is reached and tried, if a point of law arises or anything else on which an application to the court *in banc* can be founded, his case goes into the new trial paper, and again at the bottom of a list of arrears, such that it will almost certainly not be reached for six months, very likely not for a year or more. An appeal is brought to the Exchequer Chamber, and another delay intervenes—it may be three, it may be six, months, it may be a year—before it comes on for argument and the case can be disposed of. The story I have just told is the ordinary history of a case of any importance. I have excluded all exceptional circumstances, such as an appeal to the House of Lords, which would add a worse delay than any. Is not such delay of justice little better than a denial of it? And what is the cause of it all? Simply this, that the sittings of the courts are intermittent and brief. The Act provides a complete remedy—continuous sittings. Under its provisions there is no reason why arrears should not be as entirely unknown everywhere as they now are in the Rolls Court. There is no reason why all appeals should not be as promptly heard as those in chancery now are by the Lords Justices. . . . An action at law is commenced by a simple document, called a writ, the cost of which is almost nominal; and if, as is generally the case, the defendant surrenders as soon as the writ is served, the whole object of the action may be secured at an expenditure of two or three pounds. But in chancery a suit is commenced by a bill; and although, as is the case with an immense number of suits, the result is an absolutely foregone conclusion, and the order to be made as much a matter of course as getting a postage-stamp for a penny, yet the plaintiff must print a string of facts which everybody knows—documents which nobody wants to read—and incur plenty more costs besides, in order to obtain a common form order, his right to which nobody does or can deny. All this is remedied by the Act. Every action is to be commenced by writ, and full provision is made for the cheap and summary disposal of the classes of cases in which there is no substantial defence or resistance.

"When the parties have appeared and proceed each to state his case in writing—to plead, as it is called—we find, again, two distinct practices. In the common law courts the present system may fairly be described as technicality tempered by slovenliness. Under it pleadings are generally either so refined as to be embarrassing, or so loose as to be useless. Chancery pleadings, on the other hand, are narratives of facts; but they are unendurably prolix. This is due to several causes, which it would be tedious to consider, but the chief is that pleading, or the statement of your own case, has been jumbled up with discovery, or your answer to your opponent's questions in support of his case. Under the Act all pleadings are to be simply narratives of the facts on which the several parties rely.

"When the parties are at issue and the cause is ripe for trial we find a still greater diversity of practice in the two courts, and still greater vices in each. In chancery a judge alone hears the cause. The evidence is taken in the first place by affidavit. If it be desired to cross-examine any witness, he is brought up for the purpose, not before the judge who is to act on his evidence, but before a gentleman called an examiner. He is questioned by counsel, and the examiner writes down his answers as well as he can, to be read by the judge who has never heard the witness, never seen his manner or bearing. The thing is a farce. Of all this the Act gets rid. Under it the rule will be in all divisions of the court to examine the witnesses in open court. As for trials at common law, the common law rule is trial by jury. It is true that there are hundreds of cases which from their nature cannot be so tried; but, with trifling exceptions, the law provides no other method, and down to trial the parties must go, with their counsel and their witnesses, in order to be told by the judge, what everybody knew before, that the case cannot be tried, and must be referred to arbitration, with all the expense and all the delay to begin over again. This state of things is a crying scandal. It is, and for years has been, a wrong to suitors as cruel as it is constant; and the fault does not lie with counsel or attorneys. In the heat of litigation, with the air charged with suspicion, nothing can be done by consent; the most fair and reasonable proposal is received as the kiss of an enemy. The fault lies with the law, which

does not enable the parties at the proper stage of the cause to go before a judge and obtain his decision as to how all or any of the questions in the cause shall be tried. This the Act enables people to do; and it provides a sufficient variety of modes of trial to meet the exigencies of all probble cases.

"Things are not much better as to the judgment that the court can give—at least at common law. If the question be simply whether A. is entitled to recover from B. a thousand pounds, or a house, or a horse, a common law court can say 'Yes' or 'No.' But controversies are not always so simple. A. may be entitled to what he asks, but not unless he first complies with various conditions on his part; and B. may have claims against A. which ought in common fairness to be dealt with at the same time. And C., D., and E may be really involved in the transaction, so that without bringing them in, the quarrel cannot be settled. With such cases a common law court is absolutely powerless to deal. All that a judge can do, and what he does do every day, is to urge the parties to choose another tribunal, in the shape of an arbitrator, that can do what the court cannot. From this condition of helplessness the Act relieves the courts.

General Correspondence.

AN OBJECTIONABLE ADVERTISEMENT.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It may be that the charges which find their way into a solicitor's bill in an agency house for attending to stamp deeds for a country solicitor are small and unimportant, but as this is only one of several items which advertising law stationers are now endeavouring to induce country solicitors to transfer to them from duly qualified agents in town, such advertisements should not be encouraged by the profession.

We are somewhat surprised that the inclosed advertisement should have found its way into the *Weekly Notes*, more particularly as we always understood that two of the council of the Incorporated Law Society (whose duty it is to watch the interest of solicitors, small or great) are on the council of the *Law Reports*.

We are pleased to notice that although the advertisement has appeared more than once in the other legal newspapers and the *Weekly Notes*, it has never appeared in your columns. We congratulate you upon this fact.

We inclose our card. LONDON SOLICITORS.

London, E.C., June 15.

[The advertisement inclosed by our correspondents is one headed "To Country Solicitors," and relates, as they intimate, to attending to stamp deeds.—ED. *S. J.*]

Obituary.

MR. THOMAS WEBSTER, Q.C., F.R.S.

We regret to announce the sudden death, on the 3rd inst., of Mr. Thomas Webster, Q.C., F.R.S., at the age of sixty-four. Mr. Webster was the son of the Rev. Thomas Webster, Rector of Oakington, Cambridgeshire, where he was born in 1811. He was educated at the Charterhouse, and at Trinity College, Cambridge, where he graduated as fourteenth wrangler in 1833. He exhibited early in life a taste for scientific studies, and published a treatise on "Hydrostatics," and also "The Theory of Equilibrium and Motion of Fluids." He was for some time secretary to the Institute of Civil Engineers. Mr. Webster was called to the bar at Lincoln's-inn in Easter Term, 1841, and joined the Northern Circuit. His scientific reputation brought him a large business in patent cases, which was much extended by his publishing at various periods, "The Law of Patents for Inventions," "Reports and Notes on Letters Patent," and "Property in Designs and Inventions in the Arts and Manufactures." He became a Queen's Counsel in 1865. He had been a Fellow of the Royal Society since 1847, and he was also a bencher of Lincoln's-inn, a Commissioner of Lieutenancy for the City of London, a member of the Council of King's College, London, and one of the Council of the Association for the Reform and Codification of the Law of Nations. He was also a delegate at the recent Congress on Patent Law at Vienna. His death was quite unexpected. Last Wednesday week he attended the meeting of the Legal Education Association, and afterwards (it being "Grand Day") dined in the hall at Lincoln's-inn. On the Thursday afternoon he attended a council of the benchers at Lincoln's-inn, but feeling unwell he left the hall and returned in a cab to his house in Ladbroke-road, Notting-hill, and during the evening he expired. His eldest son, the Rev. Thomas Charles Webster, is the Vicar of St. Mark's Church, Old-street-road. Another son, Mr. Richard Everard Webster, was called to the bar at Lincoln's-inn in Easter Term, 1868; he belongs to the Home Circuit and Sussex Sessions, and is Tubman of the Court of Exchequer.

MR. JOHN HARDWICK, D.C.L.

Mr. John Hardwick, D.C.L., F.R.S., barrister-at-law, many years a police magistrate, died at Brighton on the 31st ult., at the age of eighty-four. Mr. Hardwick was the son of Mr. Thomas Hardwick, F.S.A., a distinguished architect, and was born in 1790. Having been educated at a private school he matriculated at Balliol College, Oxford, where he graduated second class in classics in 1812. He was called to the bar at Lincoln's-inn in Trinity Term, 1816, and practised on the Oxford Circuit and the Herefordshire and Monmouthshire Sessions. In 1821 he was appointed a magistrate at the Lambeth Police-court, and a few years later he was transferred to Marlborough-street, and in 1856 he retired on a pension after thirty-five years service. Mr. Hardwick was very successful in the manner in which he discharged his duties. He was a Fellow of the Royal Society, and a Deputy-Lieutenant of the Tower Hamlets.

Appointments, Etc.

Mr. LANCELOT VICTOR HAMEL, solicitor, of Newcastle-upon-Tyne, has been appointed a Notary Public for Newcastle and district.

Mr. CHARLES HARDING, solicitor, of the firm of Harding & Son, of Birmingham, has been appointed a Commissioner to administer oaths in Chancery.

Mr. JOHN CHARLES HORSEY JAMES, barrister, has been appointed Commissioner of Titles for the colony of West Australia. Mr. James is a graduate of Exeter College, Oxford, and was called to the bar at the Inner Temple in Michaelmas Term, 1866, and has practised on the Oxford Circuit and Staffordshire and Gloucestershire Sessions.

Mr. THOMAS LEFROY, Q.C., has been appointed Chairman of Quarter Sessions for the county of Armagh, in the place of the late Mr. Hans Henry Hamilton, Q.C. Mr. Lefroy is the second son of the late Right Hon. Thomas Lefroy, many years Lord Chief Justice of Ireland. He is an M.A. of Trinity College, Dublin, and was called to the Irish bar in 1831. He became a Queen's counsel in 1852 and a bencher of the King's Inn in 1860. He has been Chairman of Quarter Sessions for the county of Kildare since 1858.

NEW COMMISSIONER FOR TAKING ACKNOWLEDGMENTS.

Mr. JOHN KYMP WRIGHT (of the firm of Wright & Tilley), 25, Bedford-row, and of Ealing.

The appointment of clerk to the guardians of the Maidstone Union has been rendered vacant by the resignation of Mr. William Nash Ottaway, solicitor, of Maidstone and Staplehurst. Candidates for the office are to send in their applications on or before the 23rd instant.

Mr. Cross announced on Monday that it would be almost impossible to take up the question of the repeal or modification of the Sunday Act (21 Geo. 3, c. 49) at this late period of this session. It was, however, the intention of the Government to take care, if possible, that no person should be vexatiously harassed by an undue enforcement of the law.

Courts.

QUEEN'S BENCH.

(Before COCKBURN, C.J., QUAIN and FIELD, JJ.)

June 10.—*In re An Attorney.*

Application to strike off roll—Practice—37 & 38 Vict. c. 68, s. 7.

Thesiger, Q.C. (with him *H. L. Buck*), moved for a rule calling upon an attorney to show cause why he should not answer certain matters alleged against him, or why he should not be struck off the rolls. The learned counsel said he had been informed that the court had lately declined to grant these rules in the last four days of term, but, as, in this case, fourteen days' notice had been given to the attorney under the 37 & 38 Vict. c. 68, s. 7, he presumed he might proceed. [COCKBURN, C.J.—Yes.] It appeared from the affidavit that some proceedings before magistrates had been adjourned in order that the attorney might obtain subpœnas from the Crown Office. Instead of writing to his agent or any person for the purpose of obtaining these Crown Office subpœnas, the attorney on the same day on which he had been informed that the Crown Office subpœnas were necessary, and the adjournment had been granted in order to enable him to get them, took two assize subpœna forms, and filled up one in his own handwriting, the form stopping at the word "witnesses," no judge's name being put in, and the date being put in in his own writing, "the 20th day of April, in the 37th year of our reign." These subpœnas were served on witnesses.

COCKBURN, C.J.—What is the supposed motive?

Thesiger.—I am afraid from what I have recently heard, it is not an uncommon thing now to use these subpœnas, by which, of course, the fees are saved.

QUAIN, J.—He would gain merely what he would have to pay for the stamp.—11s. 6d. altogether.

Thesiger.—Your lordship sees that it might amount to a very large sum in the course of the year. I do not think it was much in the case of this particular attorney.

COCKBURN, C.J.—Is there any reason for supposing there was any urgency?

Thesiger.—There was no urgency. The matter is made more strong in this case, because the summons for the warrant was actually postponed for the purpose of enabling the attorney to get these Crown Office subpœnas, and instead of that, on the same day, he filled up the assize subpœnas in the way which I have mentioned to your lordships, and that very evening those were served on the two witnesses. The two witnesses attended and waited about two hours. They were not examined, and in the end were sent off, not a penny being paid for conduct money or their time, and one of these witnesses applied to the attorney and he said, "I cannot be bothered; your services are not wanted." Of course it is a very serious matter for the witnesses, and I move on the part of the witnesses as well as on the part of the clients and your lordships see that the application being for a warrant of ejectment it is a most serious thing.

COCKBURN, C.J.—You have said enough to entitle you to a rule *nisi* against the attorney to show cause why he should not be struck off the roll. The court will not grant a rule in the alternative (Archbold's Q. B. Practice, i. 152; *Burton* v. *Earl of Chesterfield*, 9 Jur. 373).

Rule nisi accordingly returnable on Saturday.

June 12.—*Lawrence*, appeared for the attorney, and on his application, with the assent of *Thesiger*, Q.C., the argument of the rule was postponed until one of the five days of the after term sittings.

(Before BLACKBURN, MELLOR, and LUSH, JJ.)

June 12.—*Re An Attorney.*

Application against an attorney—Compromise.

Turner, moved that a rule against an attorney should be enlarged until next term. Arrangements were in progress which might relieve the court of the trouble of hearing the matter.

BLACKBURN, J.—That is exactly what I expected. When a motion is made to strike an attorney off the roll, the object is not that this court should be used as a means of civil proceedings being settled.

Turner.—I do not think your lordships will be of opinion that this court has been so used when you hear the facts, but if your lordships enlarge the rule that will not prevent your lordships going into it next term.

LUSH, J.—Yes, it will give you an opportunity of settling.

BLACKBURN, J.—If this case is a real one there will be a reference to the master to inquire into the facts. If we grant your application there will be a postponement over the vacation.

Bray.—My lords, I consent to its being enlarged if your lordships think proper to do so.

BLACKBURN, J.—On what ground?

Bray.—On the ground that there are certain arrangements in progress.

BLACKBURN, J.—That is exactly what we ought not to allow.

Bray.—Your lordships will remember that now notice has to be given to the Law Society; the affidavits have been laid before the Law Society, and if they think it a proper matter to be brought before your lordships, they have it still in their power to do so.

BLACKBURN, J.—Yes, but if you make an arrangement, and do not bring forward affidavits, and we do not hear the matter, the Law Society will not have an opportunity of doing what they ought to do; therefore, unless you can show that there has not been time for looking into it to prepare the defendant's case, I do not think we ought to allow the application.

Turner.—The affidavits are already before the Law Society, and therefore they are seised of the facts.

BLACKBURN, J.—If we enlarge this case till next term an arrangement will be made, and you will probably make no further affidavits.

Turner.—Would your lordships allow me to make that part of the order?

BLACKBURN, J.—I do not think we can enlarge it unless you show us better grounds for so doing than you have already shown.

Turner.—When the matter was mentioned to the court on Thursday, with reference to the affidavits, I thought the court would not make any objection to its being enlarged.

MELLOR, J.—Nothing was said with reference to its being enlarged that I am aware of.

LUSH, J.—And I must not be taken to have assented to that. I did not even then know what the case was about.

Turner.—I would say this by way of excuse for our not having the affidavits ready at this moment. In consequence of what had fallen from the court, we were under the impression that there would not be any difficulty in enlarging the rule, and therefore we were not prepared with the affidavits; but perhaps I may state what I know.

BLACKBURN, J.—Let us hear your grounds for enlarging the rule other than your wishing to have time to make arrangements.

Turner.—I certainly was not under the impression that this difficulty would have arisen. Your lordships might make it a term of the enlargement that we should file affidavits in a certain time.

BLACKBURN, J.—That would not meet the difficulty. A *primâ facie* case has been made out calling upon the attorney for an answer, and under those circumstances we should refer it to the master.

Turner.—Is not that rather hard upon the attorney, under the circumstances?

MELLOR, J.—What circumstances?

Turner.—Our not being under the impression that your lordships would not enlarge the rule.

LUSH, J.—You had no right to entertain that impression. It must be well known that compromises in cases of this kind are never allowed by the court. What we said the other day, so far as I am concerned, was in utter ignorance of what the facts were. I did not know the public were so much interested in it as they are.

Turner.—I do not seek to put what your lordship said the other day higher than your lordship puts it.

BLACKBURN, J.—What have you to say against the case being sent to the master to report on the usual terms, notice being given to the Law Society that they may intervene if they think proper?

Turner.—That might involve the expense of an inquiry before the master.

BLACKBURN, J.—If there has been enough stated to grant a rule involving the character of the attorney he ought not

to shrink from an inquiry on the ground of expense. He has had plenty of time to come forward, and it is desirable that the matter should be investigated in the interest of the public. Since he has had an opportunity of filing affidavits, and has neglected to do so, he may now have the opportunity of bringing affidavits before the master. We must make the rule absolute to refer the matter to the master on the ordinary terms, with this addition, that before the inquiry notice should be given to the Law Society, in order that they may intervene if they think fit.

Parliament and Legislation.

HOUSE OF LORDS.

June 11.—Artisans' Dwellings.

On the report of amendments in this Bill, Earl Beauchamp moved to insert the following as a separate paragraph at the end of clause 12:—"A statement of any modifications permitted to be made in any part of an improvement scheme in pursuance of this section shall be laid by the confirming authority before both Houses of Parliament as soon as practicable after they are made, if Parliament be then sitting, and, if not, within one month after the next sitting of Parliament."—The amendment was added to the Bill.—Some other amendments having been agreed to, the report was received.

Public Stores.

This Bill was read a second time.

Landed Estates Act (Ireland) Amendment.

This Bill passed through committee.

Customs and Inland Revenue.

This Bill was read a third time and passed.

Post-office.

This Bill was read a third time and passed.

Exeter Union of Benefices.

This Bill was withdrawn.

Inns of Court.

The report of amendments to this Bill was, on the motion of Lord Selborne, agreed to.

Public Stores.

This Bill went through committee.

June 14.—Royal Commission.

The Royal assent was given by commission to the following public Bills: Customs and Inland Revenue, Explosive Substances, Seal Fishery (Greenland), Bishops' Resignation Act (1869) Perpetuation, Public Entertainments, Justices (Dublin), Post-office, Military Manœuvres, and to many Bills of local interest—in all to forty-six Bills.

Municipal Elections.

The Marquis of Ripon, in moving the second reading of this Bill, said that by the Act of 1872 the system of the ballot was applied to municipal as well as to parliamentary elections by a single clause in that Act. It had, however, been found by experience that some of the general provisions of the Act, although very applicable to parliamentary elections, were not so well suited to municipal elections, and it was to meet that state of things that this Bill had been introduced.—The Bill was then read a second time.

Inns of Court.

This Bill was read a third time and passed.

Public Stores.

This Bill was read a third time and passed.

June 15.—Metalliferous Mines.

This Bill was read a second time.

General School of Law.

On the order of the day for going into committee on this Bill, the Lord Chancellor said that the Bill proposed that for the present there should be merely a body to conduct examinations in connection with the call to the bar, but at the same time it contemplated that as soon as funds could be obtained there should be really a school formed for the purpose of teaching law. Now, he held that a measure for that purpose was not only unnecessary, but entirely antagonistic to the other measure. By the Bill which had already passed their lordships' House powers had been given to the Inns of Court, much in the same way as powers had some time ago been given to the Colleges of Oxford and Cambridge, with a view to the improvement and development of legal education. It was provided that if within a limited time the Inns of Court did not provide an adequate system of legal education, the commissioners appointed by the Bill should have power to make the regulations necessary for that purpose. Now, look at the effect of the present measure in connection with the operation of the Bill which had already passed their lordships' House. The Bill for the government of the Inns of Court proposed to establish the best and most judicious system of teaching law, whereas the present measure proposed to set up an antagonistic and rival school of law, which must paralyze and bring to naught such efforts as the Inns of Court might make for the purpose of improving legal education. He proposed that the noble and learned lord should rest satisfied with having passed this Bill through its second reading, or, at all events, with going into committee upon it *pro formâ*, and should wait and see whether the Bill for the re-organization of the Inns of Court was successful in passing the other House of Parliament. If the measure did not pass into law during the present session, it would be open to the noble and learned lord to re-introduce this measure next year with such amendments as he might deem it necessary to make in it.—Lord Selborne under the circumstances felt bound to adopt the suggestion of the noble and learned lord on the woolsack, and to withdraw the measure after it had passed *pro formâ* through the committee of their lordships' House. He altogether denied the unworthy suggestion that the Bill was meant to be at all antagonistic to the Inns of Court.—The Bill passed through committee *pro formâ*.

Sale of Food and Drugs.

The House then went into committee on this Bill.

Clauses 1 to 4 were agreed to.

On clause 5, the Duke of Richmond said he proposed to strike out the proviso that if a retail dealer who was fined had sold an article in the condition in which it was supplied to him by the wholesale dealer he should have a right of action against such wholesale dealer for the recovery of the penalty and costs.—The clause, with this alteration, was agreed to, as were also clauses up to 26.

On clause 27, the Duke of Richmond moved that the following proviso be added:—"Provided that in any action brought by any person for a breach of contract on the sale of any article of food or of any drug, such person may recover alone or in addition to any other damages recoverable by him the amount of any penalty in which he may have been convicted under this Act, together with the costs paid by him upon such conviction, and those incurred by him in and about his defence thereto, if he prove that the article or drug the subject of such conviction was sold to him as and for an article or drug of the same nature, substance, and quality as that which was demanded of him, and that he purchased it not knowing it to be otherwise, and afterwards sold it in the same state in which he purchased it; the defendant in such action being, nevertheless, at liberty to prove that the conviction was wrongful, or that the amount of costs awarded or claimed was unreasonable."—The motion was agreed to.

The Bill passed through committee.

HOUSE OF COMMONS.

June 10.—Judicature Act (1873) Amendment.

The Attorney-General moved the second reading of this Bill. He referred to the history of the legislation on this subject. On the withdrawal of the Bill of this session, three courses were open to the Government: to repeal the Judicature Act altogether; to postpone the operation of the Act until next year; or to suspend only so much of the Bill as relates to the Final Court of Appeal, while the remainder of the Bill was allowed to come into operation. He defended the adoption of the latter course. As regarded the Intermediate Court of Appeal which was proposed to be constituted now, it would consist of a smaller number of members than was provided by the Act of 1873. He had heard it asserted that the chiefs of the different courts of law would have their time so far occupied with the business of their own several courts that they would scarcely be able to sit

in the Court of Appeal. But the result of recent communications with the judges showed it to be their opinion that the time they would be able to spare collectively would be equivalent to the regular attendance of one judge for a year. In addition to this there would be the services of the Lord Chancellor, and therefore he thought the tribunal would be fully competent to deal with the business brought before it. —Mr. WATKIN WILLIAMS moved that the Bill be read a second time that day three months. He disclaimed all desire to defeat the Judicature Act, 1873. He was in favour of a single appeal, but if there was to be a final court he could not conceive a better court than the House of Lords, where causes were heard with more patience and solemnity than in any other court.—Sir W. HARCOURT thought it better to suspend the whole appellate machinery of the Act until next year. It was proposed to constitute a temporary court which was to be unmade and remade within twelve months. Nobody contemplated a Final Court of Appeal which would not include the Lords Justices. Would not the materials thus afforded be used up before they came to settle the great question which was left over to a future day? Again, they were going to take two judges from the Privy Council. What right had they to weaken that important appellate court?—Sir J. KARSLAKE urged the House to read the Bill a second time, in order that the reforms effected by the Judicature Act might be brought into immediate operation. The debate was adjourned.

LABOUR LAWS.

Mr. CROSS, in introducing a Bill to amend the labour laws, and a second Bill to amend the law relating to conspiracy, and for the protection of property and other purposes, said that the first Bill proposed that where any person employed by any municipal authority or any public company engaged under an Act of Parliament in supplying a town with gas or water shall break his contract of employment with knowledge of the public danger or injury likely to result from his act, such person shall be deemed guilty of an offence. Malicious injury to property done either by the hand or by walking away from his work, in breach of his contract, would also be a criminal offence. All the rest of the acts done by servants against masters would be dealt with civilly. Power would be given to the county courts to deal with these civil breaches of contracts, and in certain cases under £10 stipendiary magistrates would deal with them, with power of rescinding contracts, &c. Where damages were assessed, they would be recovered like any other debt. As to the second Bill, it would contain a provision that an agreement or combination by two or more persons to do any act in contemplation of or in furtherance of trade disputes shall not be punishable as a conspiracy, if such act committed by one person be not punishable as a crime.—The two Bills were then brought in and read a first time.

CHELSEA HOSPITAL LANDS.

This Bill passed through committee.

METROPOLIS MANAGEMENT ACTS AMENDMENT.

This Bill was read a third time and passed.

HOUSE OCCUPIERS' DISQUALIFICATION REMOVAL.

This Bill passed through committee.

June 11.—CONTEMPT OF COURT.

Mr. WHALLEY moved "That this House is of opinion that the power of inflicting in a summary way fine and imprisonment upon persons adjudged guilty of contempt of court, which is now exercised by her Majesty's judges of courts of record, should be used with extreme caution and only in cases of urgent necessity; that, reserving the power of a judge to punish in a summary way whenever necessary, it is advisable to provide by legislative enactment that a person aggrieved shall have some right of appeal, and that, when practicable, punishment for contempt of court shall be awarded only after trial in due form and course of law." —Dr. KENEALY maintained that neither in the statute law nor in the unwritten law of this country was there any justification for the arbitrary and unconstitutional course pursued by the Court of Queen's Bench towards Mr. Onslow and Mr. Whalley for attending and speaking at a public meeting; and he challenged the law officers of the Crown to produce any precedent before the days of Lord Hardwicke. He admitted that the judges had authority to restrain contempt of court, but he knew of no instance that could be cited in which that power had been strained as it had been in connection with the Tichborne trial. If a judge was of opinion that an offence of this kind was committed, why should he not direct the Attorney-General to file a criminal information against the parties who were bringing the court into contempt? Hargrave said he was far from being convinced that commitments for contempt should be without appeal, and Hallam quoted this opinion with approval; and other high authorities were to the like effect.—The ATTORNEY-GENERAL said that as to the power of punishing contempt of court, he thought it was a most admirable power for the protection of the public, because it enabled the judges to secure a fair and deliberate trial of matters which were under their consideration from time to time. At the same time the question whether that power ought not to be limited would be a fair subject for discussion. Instead of pointing out any amendment which they desired should be made in the law, the two hon. members told the House that the existing law had been broken by judges of the land. But had one single case been brought forward illustrating a breach of the law by the judges of the land, or the necessity of an alteration of the law, except in connection with the Tichborne trial? The hon. member himself admitted that from the time of Lord Hardwicke down to the present time the exercise of the power of committal for contempt in respect of publication pending the progress of a trial had been distinctly recognized. A printer for having published matter affecting the trial of Thistlewood while it was pending was punished for contempt of court exactly in the same way as those had been punished who had committed contempt of court in connection with the Tichborne trial.

CHELSEA HOSPITAL (LANDS).

This Bill was read a third time.

INFANTICIDE.

The House went into committee on this Bill.

Clauses 1 and 2 having been agreed to, progress was reported.

June 14.—SUPREME COURT OF JUDICATURE ACT (1873) AMENDMENT.

The adjourned debate on the motion for the second reading of this Bill was resumed by Mr. FORSYTH, who said he agreed in the main object of the Act of 1873, which was confessedly to give to the common law courts of this country power to deal with equitable points as they arose, instead of having to send suitors to an equity court for a decision on such points. But he did object to those parts of the Act of 1873 by which the new name of Division So-and-so would be given to a court and the offices of the chiefs of common law might be abolished, and the number of the common law judges might be reduced from eighteen to fifteen. In his judgment, an intermediate court of appeal was essential for the due administration of justice, but not a single lawyer who had spoken in the course of this debate had expressed approval of the particular Intermediate Court of Appeal which the Bill would establish. At present the wisest thing would be to postpone the question of appellate jurisdiction altogether, and to bring into operation only so much of the Act of 1873 as really affected the main reform it had in view.—After speeches by Mr. LOWE and Mr. HARDY, Sir H. JAMES said the House of Lords had again this session accepted the principle of abolishing their appellate jurisdiction. A Bill on that subject had been introduced by the Lord Chancellor, and read a second time on the 23rd of February, and no opposition was raised. The Government, therefore, adopted the full responsibility of abolishing the appellate jurisdiction of the House of Lords. On the 8th of March the Lord Chancellor gave notice that he abandoned his Bill. There had been no discussion and no vote in the Houses of Parliament to justify this change of policy, and they were left to the uncertain sound given by the Attorney-General who having stated that there had been an expression of opinion in Parliament, recalled the words, and said if it had not been expressed it had been felt. On the subject of legal reform there was practically no public opinion. Had the public been capable of forming an opinion on the subject their views would have been known by this time. They were told the new tribunal was to be only temporary; but was it a sufficient excuse for the Government to say they would leave to individual and private members the right of discussing the subject at some future time? Temporary or not, the proposed tribunal would determine the law of Eng-

land and establish precedents for our guidance for years to come. The great blot on the matter was that the Privy Council was to be half abolished, and that men who were comparatively inexperienced in common law were to be placed over the judges who had devoted their lives to the study of it.—The SOLICITOR-GENERAL said that since 1873 the course of public opinion had changed, and a feeling had gained ground that it was not desirable to abolish that ancient, noble, and dignified tribunal, the House of Lords. Anybody who knew anything of this subject well knew that it was the opinion of the majority of lawyers that the House of Lords was an excellent tribunal. That opinion was shared by commercial men, who had to pay for litigation, and by members of Parliament, who represented constituents. There was also a strong feeling throughout the country that the House of Lords was an excellent tribunal, and that better could not be found. If it was the opinion of the great bulk of the public that the House of Lords was an excellent tribunal, what harm was there in retaining it as a tribunal of appeal—at all events, in certain cases?—Mr. HERSCHELL said the House was dealing with a proposition for the creation of a court of appeal without knowing whether that court of appeal was to be permanent or merely temporary, and also without knowing whether it was to be a final court of appeal or an intermediate court of appeal, for both of these questions, he understood, were capable of being left open. The opinion of the public and of the legal profession began to form itself on two questions in no doubtful manner, the prevalent belief being—first, that no cases ought to be sent to a court of last resort without passing through an intermediate court of appeal; and, secondly, that it was undesirable to abolish the appellate jurisdiction of the House of Lords. It was a significant circumstance that these opinions were expressed after the passing of the Act of 1873, and that the more people talked about the proposals it embodied with reference to these two subjects the less they seemed to like them. For himself, he confessed he shared the opinions of those who desired the retention of the appellate jurisdiction of the House of Lords, not because he was actuated by any sentimental feeling or by the idea that the appellate jurisdiction could prop up the House of Lords as a legislative body, but because he did not like to part with a tribunal until a better one was substituted for it. He was desirous that the Act of 1873 should be brought into operation as soon as possible. While objecting to the statement that the appellate portion of the Act was its backbone, he thought the other beneficial changes contained in it might be adopted at once, the appellate courts remaining substantially as at present. As to the appellate tribunal constituted by this Bill, no lawyer in the House of Commons, excepting the Attorney and Solicitor-General, had approved it. The appellate tribunal might consist of three members—two transferred from the Judicial Committee, which heard few English cases, and one new member; but imagine such a court overruling the decisions of one of the primary courts consisting of three judges of the highest authority. He would urge her Majesty's Government to do one of two things, either to let this appellate question stand over until next year, when it could be satisfactorily dealt with, or, if they were to constitute a court of appeal under this Bill, let it be one which would be acceptable to the profession and the public.—Mr. MARTEN said the House was invited to postpone the consideration of the constitution of an intermediate court of Appeal for another year. In his opinion, no sufficient reason had been given for the taking of such a step. In equity many important questions were decided by a single judge, and the working of an intermediate court of appeal, consisting of the Lord Chancellor and two Lords Justices, had proved eminently satisfactory. That Court of Appeal was the model of the Court of Intermediate Appeal proposed to be constituted under the Bill by her Majesty's Government, and twenty years' experience had proved its excellence; while, on the other hand, they had the opinion expressed by the common law bar that the Court of Exchequer Chamber was not a satisfactory intermediate court of appeal.—Mr. LEITH said the Bill would prejudicially affect the Judicial Committee of the Privy Council by withdrawing two out of the four salaried members who were now disposing efficiently of the business of that court. Since 1871, when the court was re-constituted, it had worked admirably, and both suitors and the profession were perfectly satisfied. The business had been done so well in this court because four judges sat continuously, devoted their whole time and attention to the cases which came before them, and sifted every case thoroughly; and it was now proposed to take away two judges and to leave two, although two had previously been found insufficient.—The ATTORNEY-GENERAL said that the Bill would call into operation those portions of the Act of 1873 which were based upon the recommendations of the Judicial Commission, and it would suspend the operation of those portions of the Act which were not recommended by the commission. He believed that the court which was proposed by this Bill would be the best for the purpose; but that was a matter for the consideration of the committee.—Mr. WATKIN WILLIAMS withdrew his amendment and the Bill was read a second time.

OFFENCES AGAINST THE PERSON ACT AMENDMENT.

On the motion that this Bill be read a second time, Mr. P. TAYLOR moved the rejection of the Bill.—Mr. WADDY strongly advocated the infliction of flogging as a punishment for brutal offences.—After several speeches the debate was adjourned.

June 15.—LAND TITLES AND TRANSFER.

The adjourned debate on the motion for going into committee on this Bill was resumed by Mr. GOLDNEY, who said that in his opinion by this Bill titles could be transferred in as easy and simple a manner as was possible consistently with our system of land tenure.—Mr. MORGAN LLOYD believed the most that could be said in favour of this scheme was that it would prove a dead letter. If it worked at all it would work a great deal of mischief. Instead of simplifying titles it would complicate them, and instead of lessening expense it would increase it, especially in small transactions. The Bill proposed to register three kinds of title, an absolute title, a possessory title, and a qualified title. As to the first, when a man had got an absolute title something was gained. But how was that to be obtained? Not without incurring expense and trouble, of which at present no one had an adequate idea. Then a possessory title might be obtained. But the Bill was not compulsory, and as long as that was not the case, whoever would register a possessory title was not wise. No one in his senses would do it, because the effect of it would be to throw a slur upon his title. He would give such a man the advice which he heard Mr. Baron Martin give a witness who was asked to produce his title, namely, to shut his box and sit on it. How, then, could a measure of this description be of any real benefit in simplifying title and reducing the expense of transferring land from man to man?—Mr. GREGORY said this was not so ambitious a Bill as that of last year, and did not make registration compulsory, but he did not agree with those who said that the measure would, for this reason, prove a nullity. On the contrary, he knew that owners were waiting for the passing of the Bill to register under it. They would not be called on to prove an indefeasible title, and have a slur cast upon their title by a refusal to register at all if they could not prove an absolutely valid title. As to notices to adjoining landowners, there was one case in which, under Lord Westbury's Act, it became necessary to serve 130 such notices; and by giving these notices you not only incurred great expense, but aroused the sleeping lion and invited adverse claims upon such questions as boundaries, fences, or the right of way. As to incumbrances, the registered owner under the Bill had full power to make a title in case of sale. It was true that persons beneficially entitled might protect themselves by putting a caution upon the register and in other ways. There were some practical amendments which might be adopted in committee, but, speaking generally, he thought the Bill likely to prove acceptable to the public and a considerable benefit to vendors and purchasers of land.—Mr. JACKSON thought the Bill contained much that was valuable, and when it had passed through committee he believed it would be a useful addition to the statute-book. He believed the establishment of country registries, where intending purchasers of land could consult maps and index books, would prove a most valuable adjunct to any system of land transfer. As for the fears expressed in some quarters that the object of the Bill would be defeated by

the solicitors, he believed them to be entirely unwarranted. Sir J. KARSLAKE agreed that this Bill, although not ambitious in its character, with certain alterations and amendments would, in all probability, prove of the greatest advantage in simplifying the transfer of land. No doubt they might have a more ambitious measure; but why not in the meantime get that absolute advantage which the Bill offered to the proprietors of land? He thought the framers of this Bill had acted wisely in abandoning compulsion altogether.—Mr. O. MORGAN withdrew the amendment which he had moved.—The House then went into committee, but progress was immediately reported.

MEDICAL ACTS AMENDMENT (COLLEGE OF SURGEONS). This Bill passed through committee.

June 16.—PERMISSIVE PROHIBITORY LIQUOR. Sir W. LAWSON moved the second reading of this Bill.—Mr. WHEELHOUSE moved that the Bill should be read a second time that day three months.—After some debate the Bill was rejected by 371 to 86.

Legal Items.

A paper was read before the Law Amendment Society on Monday evening on "The Facility of Administering Law which includes Equity," by Sir Edward Creasy. The learned writer contrasted the English system with that adopted in Ceylon, where the Roman Dutch law, which was found prevalent in the island in the year 1796, had been retained. The Roman Dutch law in Ceylon had always worked most satisfactorily, and it was monstrous that we had not long ago introduced in England some similarly simple mode of procedure.

The Arnim case came on before the *Kammergericht*, or Berlin Court of Appeal on Tuesday. Judge Steinhausen presided. The accused was defended by HH. Munckel and Dockhorn, who were his counsel at the first trial. At the opening of the trial the court ordered the usher to call the accused. The accused not being found in the building, the court declared that the count, in reply to the summons sent, had written from Geneva to say he was ill. The case, therefore, would be proceeded with in his absence.

On Tuesday, in answer to Mr. Hopwood, Lord H. Lennox said that the courts of justice now in course of erection will contain a court for the Lord Chancellor and one for the Lords Justices; but there is no special provision for a Court of Appeal, for the simple reason that the designs for the building were approved and the contract signed before the passing of the Judicature Act of 1873. The Society of Lincoln's-inn were willing to construct a Court of Appeal and lease or lend it to the Government, but as that proposal had never been made to them in an official way her Majesty's Government had not been called upon to form a decision upon it.

A Liverpool journal says that, in the course of the trial of an action against the Cheshire Lines Committee, at the Liverpool County Court on Wednesday, the attorney for the plaintiff (Mr. W. Lowe), having interrupted his honour (Mr. P. Thompson) while he was summing up the case to the jury, the following scene occurred. His honour.—Mr. Lowe, I shall have you removed from the court if you continue to interrupt me. Mr. Lowe.—Your honour will pardon me asking you to remind the jury. The judge.—Do not interfere with me when I am addressing the jury— Mr. Lowe.—But, your honour— The judge.—I shall nonsuit you at once and have the action tried over again, if you continne to interrupt me. Mr. Lowe.—I shall prefer that course, if you won't put the evidence before the jury. The judge.—I am reading the evidence, and I have a right to comment on it as I go along.

Court Papers.

SUMMER CIRCUITS.

NORTHERN—ARCHIBALD, J., AND HUDDLESTON, B.
Appleby, July 3; Durham, July 6; Newcastle, July 14; Carlisle, July 20; Lancaster, July 24; Manchester, July 28; Liverpool, August 7.

HOME—KELLY, C.B., AND BRETT, J.
Hertford, July 8; Chelmsford, July 12; Lewes, July 16; Maidstone, July 21; Croydon, July 28.

WESTERN—BLACKBURN, J., AND QUAIN, J.
Winchester, July 7; Salisbury, July 14; Dorchester, July 19; Exeter, July 22; Bodmin, July 29; Wells, August 3; Bristol, August 9.

MIDLAND—FIELD, J., AND LINDLEY, J.
Warwick, July 7; Derby, July 13; Nottingham, July 17; Lincoln, July 22; York, July 27; Leeds, August 3.

OXFORD—GROVE, J., AND POLLOCK, B.
Reading, July 7; Oxford, July 10; Worcester, July 14; Stafford, July 19; Shrewsbury, July 27; Hereford, July 30; Monmouth, August 3; Gloucester, August 9.

NORFOLK—BRAMWELL, B., AND MELLOR, J.
Aylesbury, July 12; Northampton, July 15; Leicester, July 17; Oakham, July 22; Bedford, July 23; Huntingdon, July 27; Cambridge, July 29; Bury, August 2; Norwich, August 5.

LANCASHIRE SUMMER ASSIZES, 1875.

The commissions for holding these assizes will be opened at Lancaster on Saturday, the 24th of July, at Manchester on Wednesday, the 28th of July, and at Liverpool on Saturday, the 7th of August.

Causes for trial at Manchester can be entered provisionally at the office of the District Prothonotary and Deputy Associate, 57, King-street, Manchester, on Friday, the 23rd of July, and daily thereafter until Tuesday, the 27th of July, inclusive, during office hours.

Causes for trial at Liverpool can be entered provisionally at the office of the Prothonotary and Associate, 13, Harrington-street, Liverpool, on Tuesday, the 3rd of August, and daily thereafter until Friday, the 6th of August, inclusive, during office hours.

The entry of causes at Lancaster will commence immediately after the opening of the commission on Saturday, the 24th of July, and will close at nine o'clock on the following Monday morning.

The entry of causes at Manchester and Liverpool respectively will commence at the Assize Courts, Manchester, and St. George's Hall, Liverpool, immediately after the opening of the commissions, and will close at nine o'clock on the evening of the commission day.

The court will sit at Manchester on Thursday, the 29th of July, at eleven o'clock in the forenoon, and at Liverpool on Monday, the 9th of August, at the same hour.

The trial of special jury causes will commence at Manchester on Monday, the 2nd of August, at ten o'clock in the forenoon, and at Liverpool on Thursday, the 12th of August, at the same hour, unless the court shall otherwise order.

A list of causes for trial at Manchester and Liverpool respectively each day (except the first) will be exhibited in the Corridor of the court and in the library.

COURT OF CHANCERY.

TRINITY TERM, 1875.

COURT OF APPEAL IN CHANCERY.
Lincoln's-inn.

Monday June 21	App motns & apps.
Tuesday....22 / Wednesday 23	Appeals.
Thursday..24	Bkt. apps. & apps.
Friday 25	Appeals.
Saturday ..26	Petitns. in lunacy & app. petns.
Monday....28	App. mtns. & apps.
Tuesday....29 / Wednesday .30	Appeals.
Thredy July 1	Bkt. apps. & apps
Friday 2	Appeals.
Saturday.. 3	Pets. in Lunacy & app pets.
Monday 5	App. mtns. & apps.
Tuesday.... 6 / Wednesday . 7	Appeals
Thursday .. 8	Bkt. apps. & apps
Friday 9	Appeals.
Saturday ..10	Pets. in Lunacy & app. pets.
Monday ... 12	App. mtns. & apps.
Tuesday....13 / Wednesday..14	Appeals.
Thursday ..15	Bkt. app. & apps.
Friday.....16	Appeals.
Sat urday..17	Petns in lunacy & app. petns
Monday....19	App. mtns. & apps.
Tuesday....20 / Wednesday..21	Appeals.
Thursday..22	Bkpt. apps. & apps.
Friday 23	Appeals.
Saturday ..24	Petns. in lunacy & app. petns.
Monday....26	App. motns. & apps.
Tuesday....27 / Wednesday.28	Appeals.
Thursday ..29	Bkpt. apps & app'
Friday.....30	Appeals.
Saturday ..31	Pets. in lunacy & app. pets.

MASTER OF THE ROLLS.
Chancery-lane.

Monday June 21	The First Seal.—Motns. & gen. pa.
Tuesday ..22 / Wednesday ..23	General paper
Thursday ..24	The Second Seal —Mtns. & gen. pa
Friday 25	General paper.

Saturday ..26	Petns., sht. caus., adj. sumns., and gen. pa.
Monday 28	
Tuesday....29	General paper.
Wednesday..30	
Thrdy..July 1	The Third Seal.—Mtns. & gen. pa.
Friday..... 2	..General paper.
Saturday .. 3	Petns, sht causes, adj. sums. & gen. pa.
Monday 5	
Tuesday ... 6	General paper.
Wednesday. 7	
Thursday .. 8	The Fourth Seal.—Mtns. & gen. pa.
Friday 9	..General paper.
Saturday ..10	Petns, sht. caus., adj. sumns., & gen. pa.
Monday 13	
Tuesday....13	General paper.
Wednesday 14	
Thursday ..15	The Fifth Seal.—Motns. & gen. pa
Friday 16	...General paper ,
Saturday ..17	Petns.,sht. caus. adj. sums., and gen. pa.
Monday....19	
Tuesday....20	General paper.
Wednesday .21	
Thursday ..22	The Sixth Seal.—Mtns. & gen. pa.
Friday 23	...General paper.
Saturday ..21	Pets, sht causes, adj. sums. & gen. pa.
Monday....26	
Tuesday....27	General paper.
Wednesday .28	
Thursday ..29	The Seventh Seal. Motns. & gen. pa.
Friday.....30	Remaining Mtns.
Saturday ..31	Reming ptns, & adj. sms.

N.B.—Further Considerations will be taken as part of the General Paper in priority to original Causes, but will not take precedence of any Cause or matter that has already appeared in the Paper.

Unopposed petitions must be presented and copies left with the Secretary, on or before the Thursday preceding the Saturday on which it is intended they should be heard; and any causes intended to be heard as short causes must be so marked at least one clear day before the same can be put in the paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the cause comes into the paper.

V. C. Sir RICHARD MALINS.

Lincoln's-inn.

MondyJune21	The First Seal.—Motns. & gen. pa.
Tuesday....22	
Wednesday 23	General paper.
Thursday ..24	The Second Seal. —Motns & gen pa.
Friday 25	..Petns & gen. pa.
Saturday ..26	Short causes, adj sums, & gen. pa.
Monday 28	
Tuesday.... 29	General paper.
Wednesday .30	
ThursdyJuly 1	The Third Seal.—Motns & Gen pa.
Friday 2	..Petns. & gen. pa.
Saturday....3	Sht causes, adj. sum. & gen. pa.
Monday 5	County Ct. appe. & general pa.
Tuesday 6	
Wednesday.. 7	General paper.
Thursday .. 8	The Fourth Seal. —Motns & gen pa.
Friday..... 9	..Pets & gen. pa.
Saturday ..10	Sht. causes, adj. sums. & gen. pa.
Monday ..12	
Tuesday....13	General paper.
Wednesday 14	
Thursday ..15	The Fifth Seal.—Mots. & gen. pa.
Friday 16	..Pets. & gen. pa.
Saturday ..17	Short causes, adj. sums. & gen. pa.
Monday 19	
Tuesday....20	General paper.
Wednesday..21	
Thursday..22	The Sixth Seal.—Motns. & gen. pa.
Friday.....23	..Petns. & gen pa.
Saturday ..24	Sht. caus. adj. sums. & gen. pa.
Monday 26	County Court ap. & gen. pa.
Tuesday....27	
Wednesday..28	General paper.
Thursday ..29	The Seventh Seal. —Motns. & gen pa.
Friday.....30	Remaining mots.
Saturday ..31	reming pets, & adj. sums.

N.B.—Further Considerations will be taken as part of the General Paper, in priority to Original Causes, but will not take precedence of any Cause or matter that has already appeared in the Paper.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

V. C. Sir JAMES BACON.

Lincoln's-inn.

MondayJune21	The First Seal.—Motns. adj. sums. & gen pa.
Tuesday ..22	
Wednesday.23	General paper.
Thursday ..24	The Second Seal.—Motns. adj. sums. & gen. pa.
Friday 25	..General paper.
Saturday ..26	Petns, sht. causes & gen pa
Monday....28	..In Bankruptcy.
Tuesday....29	
Wednesday 30	General paper.
Thurdy,July 1	The Third Seal.—Motns. adj. sms. & gen. pa.
Friday..... 2	..General paper.
Saturday .. 3	Petns., sht. caus. & gen pa.
Monday.... 5	..In Bankruptcy.
Tuesday.... 6	
Wednesday. 7	General paper.
Thursday... 8	The FourthSeal.—Motns. adj. sms. & gen. pa.
Friday..... 9	..General paper.
Saturday....10	Petns., sht. caus. & gen. pa.
Monday 12	..In Bankruptcy
Tuesday 13	
Wednesday..14	General paper.
Thursday..15	The Fifth Seal.—Mtns. adj. sums. & gen. pa.
Friday.....16	..General paper.
Saturday ..17	Pets. sht causes, & gen. pa
Monday 19	..In Bankruptcy
Tuesday ..20	
Wednesday 21	General paper.
Thursday ...22	The Sixth Seal.—Mts. adj. sums. & gen pa
Friday.....23	..General paper.
Saturday....24	Pets. sht. caus. & gen. pa.
Monday 26	..In Bankruptcy
Tuesday ..27	
Wednesday 28	General paper.
Thursday ..29	The Seventh Seal. — Motns. adj. sums. & gen. pa.
Friday 30	Remaining mtns,
Saturday ..31	reming pets, & adj. sumns.

N.B.—Further Considerations will be taken as part of the General Paper in priority to Original Causes, but will not take precedence of any Cause or Matter that has already appeared in the Paper.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

V. C. Sir CHARLES HALL.

Lincoln's -inn.

MondayJune21	The First Seal.—Mtns. adj sums.& gen. pa.
Tuesday ..22	
Wednesday .23	General paper
Thursday ..24	The Second Seal. —Mtns. adj. sms & gen. pa.
Friday.....25	..Petns. & gen. pa
Saturday.. 26	Short caus. & Gen. pa.
Monday....28	
Tuesday....29	General Paper.
Wednesday .30	
ThursdyJuly 1	The Third Seal.—Mtns. adj. sums.& gen. pa
Friday..... 2	..Petns. & gen. pa.
Saturday .. 3	Sht. causes & gen. pa.
Monday.... 5	
Tuesday.... 6	General paper.
Wednesday. 7	
Thursday .. 8	The Fourth Seal. —Motns. adj. sms. & gen pa.
Friday 9	..Pets. & gen. pa.
Saturday..10	..Sht.caus.&gen.pa.
Monday ..12	
Tuesday....13	General Paper
Wednesday .14	
Thursday ..15	The Fifth Seal.—Mots, adj. sums. & gen. pa.
Friday.....16	..Pets. & gen. pa.
Saturday....17	Sht caus. & gen. paper
Monday 19	
Tuesday 20	General paper.
Wednesday .21	
Thursday.. 22	The Sixth Seal.—Motns. adj. sums. & gen. pa.
Friday.....23	..Pets. & gen. pa.
Saturday ..24	Sht. causes & gen. pa.
Monday 26	
Tuesday....27	General paper.
Wednesday..28	
Thursday ..29	The Seventh Seal. —Motns. adj. sms. & gen. pa.
Friday.....30	Remaining mots.
Saturday....31	reming. pets., & adj. sums.

N.B.—Further Considerations will be taken as part of the General Paper in priority to Original Causes, but will not take precedence of any Cause or matter that has already appeared in the Paper.

Any Causes intended to be heard as Short Causes must be so marked at least one clear day before the same can be put in the Paper to be so heard, and the necessary papers left in Court with the Judge's Officer the day before the Cause comes into the Paper.

No cause, motion for decree, or further consideration, except by order of the Court, may be marked to stand over if it shall be within twelve of the last cause or matter in the printed Paper of the day for hearing.

N.B.—The courts will not sit after Saturday, the 7th day of August

CAUSE LIST.

Trinity Term, 1875.

Before the Court of Appeal in Chancery.

In re The City and County Bank & Cos. Acts app petn (June 23)

Appeal Motions.

In re The Arthur Average Association for British, Foreign and Colonial Ships, & Cos Acts app of J. Hargrove & ors
Pryor v Pryor app of defts Felix Pryor & anr
In re The Adansonia Fibre Co. & Cos. Acts (Mendel's claim) app of official liquidator
In re The London, Belgium, Brazil, and River Plate Royal Mail Steam Ship Co. & Cos. Acts (Tait & Co.'s claim) app of Tait & Co.'s Trustees
The Western of Canada Oil Lands & Works Co. (limd) v Walker (app of defts John Walker & anr)
In re The Canadian Oil Works Corporation (limd) & Cos. Acts Acts (Hay's case) app of Sir J. C. D. Hay

Appeals. 1875.

Wood v Saunders H—April 12 pt hd (S O)
The United Land Co (limd) v The Great Eastern Ry Co (S O to answer affidavits) M—April 12
Churchill v The Salisbury & Dorset Junction Ry Co B—April 26 (S O)
Clark v Adie B—20 May
Ebbs v Boulnois R—May 28 pt hd
Dowling v The Pontypool, Caerleon, & Newport Ry Co. H—June 7
Watson v Watson R—June 7
Johnson v Robarts M—June 9
Fitzherbert v Weld R—June 11
Jeyes v Savage H—June 11
Newman v Williams H—June 12
Stevens v King H—June 12

Before the Master of the Rolls.

Causes set down previous to Transfer.

Vickers v Brown c with wts part heard (S O)
Hall v Nevill c with wits pt hd S O with liberty to apply
Van Voorst v Hogg m d wth wts pt hd S O
Hussy v Appach dem
Preston v Scott m d
Forster v Longrigg m d (wits before exmr)
Palmer v Moore m d restd by order
Dangerfield v Budd m d wits before exmr (V.C.M.)
Cottell v Somerset & Dorset Ry Co c (V C M) (not before July 1)
Willis v Somerset & Dorset Ry Co c (V C M) (not before July 1)
Crozier v Callcott c with wits (V C M)
Carrington v France m d wts before exmr
Pilter v Barnes m d (V C M)
Turner v Tepper m d (V C M) (not before July 13)
Hall v Tepper m d (V C M) (not before July 15)
Fernyhough v Naylor m d wits before exmr (V C M)
Low v Lambeth Waterworks Co m d set down by defts wits before exmr

Rowe v Simpson m d set down by defs (V C M)
Kemp v Collins m d wits before exmr
Gillespie v Goodridge m d wits before exmr
Caffin v Caffin f c (not before July 12)
Wig ht v Wood m d S O
Buddi ng v Murdock m d wts before exmr
Browne v Veasey c with wits (June 23)
Kevan v Hulton m d, wits before exmr

Causes transferred from the Books of the Vice-Chancellors Sir R. MALINS and Sir C. HALL, by order dated April 29, 1875.

Holmes v Holmes m d
Fordham v Speight m d
Hall v Creyke m d
Hart v Hart m d
Sexton v Sexton m d
Beavan v Cook 1873—B—402 c with wits (June 28)
Turner v Champney m d
Birch v Alderton m d
Gibbs v Kemp, Bart m d
Steptoe v Norris m d, wits before exmr
Arnold v Routledge m d
Smith v Smith 1874—S—260 m d
Ross v Parkyns, Bart m d
Hough v Rankin m d
Wagstaffe v Price m d
Mynors v Gold m d
Beavan v Cook 1869—B—66 c with wits (June 28)
Greenaway v Greenaway m d
Hawkes v Underwood m d
Hooper v Donne c with wits (July 5)
The Bank of Whitehaven (limd) v Selkirk m d
Fletcher v Wood m d wits before exmr
Earp v White c with wits (June 25)
Myatt v Bedford c
Bradshaw v Palmer c
Redman v Foxcroft m d
Guernsey v West London Commercial Bank (limd) c with wits
Godson v Scott-Russell m d
Choveaux v Phillips m d
Watkins v Alexander c with wits set down at request of defts
Holland's Trustees v Holland m d
Mosely v Mosely m d wits before exmnr
Parrott v Tiver m d
Dashwood v Windus m d wits before exmr
Booth v Gawthorp m d
Smith v Greenwood m d
Smith v Smith 1874—S—214 c
Jacomb v Bush m d
Vaughan v Forrest m d
Levison v McAndrew c with wits
Elmer v Creasy c with wits
Wooden v Beale c
Bainbridge v Webb m d
Grout v Camroux m d

End of Transfer.

Causes set down since Transfer.

Christian v The Imperial Credit Co, limd and reduced c with wits
The Agra Bank (limd) v Christian c with wits
Farrar v Nanson m d
Johnson v Howgat m d
Rickards v Rickards m d
Sargent v Cannon m d
Joyce v Lory m d
Kebbel v Haywood m d
Lee v Lewis m d
Langmead v Cockerton m d
Charrington v Charrington sp c
Duppa v Glasse m d
Wills v Wills sp c
Dominion of Canada Oils Refinery Co. (limd) v Harvey m d wits before exmnr
Aloof v Inch m d
Meller v Wise c
The Baltic Co. (limd) v Simpson m d with wits
Baring v Simpson m d with wits
Hathaway v Maltby f c
Stanley v Moore m d
Snow v Skoiles m d
Jones v Chappell c
In re William Gibb's Estate Cotsford v Watts f c (short)
Drinkwater v Ratcliffe m d
Budgett v Keith c
Morrison v Wood c with wits
Champney v Turner m d
Brown v Smith c
Hawes v Prior m d
Kirkby v Skerrett m d
Stone v Issott c
Moreton v Alcock f c
Swallow v Swallow f c
Powell v Pollock m d
Turner v Sharp m d (short)
T.S.O.
Lady Berners v Cholmondeley f c
Bailey v De Monasterio m d
Harriss v Fawcett f c (short)
Attorney-General v Bevington rehearing
Attorney-General v Bevington m d
Pallister v Stephens m d
Saull v Browne c
Pearse v Harvey f c
Crawford v Hues sp c
Hawkins v Wark m d
Orton v Swaffield m d
The Societe Generale v Bell m d
Burley v Harrison m d
Smart v The Somerset and Dorset Ry. Co. m d
In re J. Adams's Estate Adams v Adams f c
Leeming v Leeming m d
Churchill v Denny m d
Hook v Davies f c
Smedley v Smedley f c
Chester v Chester sp c
Silberrad v Savill m d
Smyth v Martin m d
The European Assurance Society v Park m d
Fitzgerald v Chapman m d
Lloyd v Jones f c
Firman v Wood f c
Powell v Jackson c with wits
Wilson v Smith m d
The London & South African Bank v Morgan m d
Weise v Wardle c
Ewen v Gooch f c (short)
White v Meldola f c
The Southampton, Isle of Wight, &c., Steamboat Co. (limd) v Pinnock c
Morison v Barfoot m d
Woodgate v Gillespie m d

Before the Vice-Chancellor Sir RICHARD MALINS.

Causes.

Macdougall v The Emma Silver Mining Co (limd) dem of the Co pt hd
Macdougall v The same Co dem of R. M. Gardiner and others pt hd
Macdougall v Gardiner dem
Edmonds v Disraeli dem
Emerson v Child exons for insuffcy
Pizzey v Wilkinson f c
Ramsden v Lister c with wits (re-transferred from V.C. Bacon by order)
Bartlam v Yates m d (not before June 28)
Jolliffe v Hayward c with wits (re-transferred from V.C. Bacon by order)
Williams v Hiscox m d, wits before exmr
Burrows v Williams m d (wits before exmnr)
Schofield v Jacomb m d
Smith v Pilgrim c with wits (July 5)
Hayne v Cavell c with wits (June 22)
Godbold v Ellis c with wits (to come on with Godbold v Ellis, 1875—G—4 by order)
Scott v Laver m d (transferred from M R by order)
Phosphate Sewage Co, limd v Hartmont c with wits (June 29)

Set down since commencement of Hilary Term, 1875 (exclusive of Transfers).

Riminton v Paul f c
Graham v McCulloch f c & sums to vary
Waller v Nicholson f c pt hd
Green v Taylor f c
Keel v Wade f c
Moore v Beagley sp c
Hawkins v Hawkins f c
Marke v Marke f c & petn
Scruton v Holt c (re-transfrd from M R by order)
Noel v De Stafford f c
Loder v Eldridge f c
The Imperial Land Co of Marseilles (limd) v Masterman c
Pemberton v Neill f c
Whateley v Whateley f c & petn
Jenks v Thomas f c
Colbran v Copp f c
Livesey v Walpole f c & petn
Lewis v Johnson c with wits
Thornton v Thornton sp c
Coulthurst v Smith m d (not before July 1)
Whitelegge v Whitelegge f c
Tothill v Tothill f c
Watson v Topham f c
Surman v Lucena 1872—S—61 f c
Surman v Lucena 1872—S—62 f c
Sladen v Harvey f c
Cox v Barker f c
George v Oakley f c
Kerry v Housley f c
Reddish v Blewden f c
Greenwood v Ripley f c & sums to vary
In re Champness Estate, and Champness v Roberts f c
Macleod v Bonsor f c
Harley v Taylor f c
The New Sombrero Phosphate Co (limd) v Erlanger m d
Edwardes v O'Bryen f c
Holt v Scruton m d
Inman v Rivers f c
Fox v Amhurst f c
Broome v Lickorish m d & sums pt hd S O
Spark v Lawrence c
Rooper v The East Norfolk Tramway Co. (limd) m d
Rogers v Rose f c (short)
Somerville v George m d
Mellor v Daintree m d
Noon v Lyon c
Coleby v Fleuret f c (short)
Morgan v Elford c
Pearson v Matthews m d set down by deft Spencer by ord
Agar v May m d
Gray v Siggers f c
Farrar v Green m d (postponed by order)
Cruse v Smith m d (postponed by order)
Whiteley v Whiteley c
Morris v Debenham m d
Roe v Roe m d (short)
Pollock v Pollock f c
Bright v Tyndall sp c
Spicer v Phippard f c (short)
Simpson v Blackburn f c
Patterson v Allen f c
Ender v Fear m d
Walker v Cooper m d
De Cardonnel-Lawson v Seymour m d (short)
Charlton v Miller c
Blaylock v Morton c
Edmonds v Corben m d
Bull v The West London District School Board c
Holden v Dickinson f c
Slipper v Gough m d
Smith v Webster c
Gooddy v Pearson m d
Dennett v Fenton m d (short)
The Ashton Vale Iron Co v Abbot m d
Hutchinson v Turner m d

Before the Vice-Chancellor Sir JAMES BACON.

Causes set down previous to Transfer.

Shaw v Longbottom m d (not before July 7)
Smith v Daniell c with wits (June 22)
Walker v Daniell c with wits (June 22)
Leech v Bolland c with wits (June 29)
Brown v Fraser m d
West v Cope c with wits
Highley v Stansfield c
Hooper v Hooper f c S O generally
Daglish v Leather m d S O generally
Jones v Jones m d
Parker v Leadley m d
Henderson v Grange c with witns
The International Financial Society, limid v The City of Moscow Gas Co, limid m d (transferred from MR) witns before exmr
The City of Moscow Gas Co, limid v The International Financial Society, limid c (transferred from MR) evidence in 1st suit to be used in this cause
Saunion v Dutrulle c
Pitt v Pitt f c

Stone v Wilson m d
Hill v Hibbitt f c (not before July 30)
Thompson v Metcalfe m d
In re Cordwell's Estate and White v Cordwell f c

Causes Transferred from the Book of the Vice Chancellor Sir R. Malins, by order dated 11th June, 1875.

Jones v Chorley m d
Hodges v Cox m d
Oxenford v Preston m d
Mc Dermott v Mc Dermott m d
Shepheard v Walker m d
Stafford v Coram m d
Sladen v Harris m d
Ronald v Metcalfe c with wits
King v Corke c
Spencer v Bellman m d
Judd v Green c
Wagstaff v The South-Eastern Ry Co m d
Russell v Parr m d
Pollard v Yardley m d
Mason v Campbell c
Sweeney v The Bank of England m d
Stubbs v Miller m d
Cogan v Duffield c
Solomons v Magnus c
Alleyne v Lewis m d

End of Transfer.

Causes set down since Transfer.

Smith v Iliffe m d
Clark v Bullows m d (not before July 2)

Before the Vice-Chancellor Sir Charles Hall.

Causes.

Syers v Syers exons for inscy pt hd (June 26)
King of Portugal v Carruthers m d & motn pt hd (June 22)
Gurney v Dauglish c with wits pt hd (S O)
The Louth & East Coast Ry Co v Burbidge exons for inscy
Watson v Woodman m d (June 23)
Republic of Peru v Ruzo m d (not before June 30)
Beswick v Baddley m d wits before exmr
Tabor v Cunningham m d (wits before exmnr)
Baylis v Abens m d, wits before exmnr
Kingston v Lower f c S O
Satterthwaite v Fisher m d (June 23)
Tweddle v Lows c (June 22)
Fitzgerald v Abbott c with wits S O generally
Fidler v Lucas m d (supplemental bill)
Bennet v Mellor m d
Fane v Fane m d (re trsfd from M R)
Bridge v Chapman sp c
Southwell v Wright md retrsfd from M R
Story v Daplyn f c
Williams v Longbottom m d
Andrew v Andrew m d
Bell v Joell m d
Phillips v Alderton m d, wits before exmr
Linskill v Charlton m d
Attorney-Gen v The Hyde Chemical Co (limd) c with wits (July 19)
Howland v Pope m d
Taylor v Gillott c with wits (June 21)
Walford v Walford m d
Eastman v Frend m d
Thomas v Wedderburne m d wits before exmr
Baird v Mackeson m d
Mills v Adams sp c
Robinson v Selby m d
Crosier v Kelsey c with wits
Matthey v Matthey m d
Gem v Murray m d
Shalders v Ovey m d
Morris v Morris Banner v Morris m d (short)
Vinall v White m d wits before exmr
Wakeling v Wakeling sp c
Bee v The Stafford & Uttoxeter Ry Co m d
Davenport v Bell m d
Teichert v Lange c with wits
Hartmont v Heynemann c with wits
Mountford v Worlock m d
Smith v Rolles m d
Thomas v Davies m d
Crompton v Lea m d
Alleyne v Hussey f c
Maitland v Pugh m d
Nowell v Nowell m d
Wake v Varah m d
Baron Manners v Johnson m d wits before exmr
Ravenhill v Easton m d
Yapp v Williams (2) f c
The Lancashire & Yorkshire Bank (limd) v Tee m d
Fuller v Payne c
Matthews v Pring f c
Owen v Pritchard m d
Markham v Kaye f c
Hardinge v The Southborough Local Board rehing of m d
Walker v Elcomb m d
Raven v Francis f c
Hankey v Mann f c
Hutchinson v Radford m d
Wearing v Wearing f c
Hurst v Goodwin m d
Frewen v Frewen sp c (June 22)
McClean v Hendrey m d
Routledge v Smith f c
Charrington v Dick f c
Johnson v Webster m d
Kent v Lord Hastings f c
Pike v Dickinson f c & sums to vary (trsfd from M.R. by order)
Lamplugh v Cawood f c
Harloe v Harloe f c

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

Last Quotation, June 18, 1875.

3 per Cent. Consols, 92¾ x d
Ditto for Account, July, 93
3 per Cent. Reduced, 92¾
New 3 per Cent., 92¼
Do. 3½ per Cent., Jan. '94
Do. 2½ per Cent., Jan. '94
Do. 5 per Cent., Jan. '73
Annuities, Jan. '80 —
Annuities, April, '85, 9½
Do. (Red Sea T.) Aug. 1908
Ex Bills, £1000, 2½ per Ct. 2 pm
Ditto, £500, Do 2 pm
Ditto, £100 & £200, 2 pm.
Bank of England Stock, 5 per Ct. (last half-year), 260
Ditto for Account,

RAILWAY STOCK.

	Railways.	Paid.	Closing Price.
Stock	Bristol and Exeter	100	117
Stock	Caledonian	100	107
Stock	Glasgow and South-Western	100	109
Stock	Great Eastern Ordinary Stock	100	46¼
Stock	Great Northern	100	141½
Stock	Do., A Stock*	100	161
Stock	Great Southern and Western of Ireland	100	109
Stock	Great Western—Original	100	113½
Stock	Lancashire and Yorkshire	100	142
Stock	London, Brighton, and South Coast	100	108½
Stock	London, Chatham, and Dover	100	23½
Stock	London and North-Western	100	148½
Stock	London and South Western	100	117½
Stock	Manchester, Sheffield, and Lincoln	100	74½
Stock	Metropolitan	100	88
Stock	Do., District	100	37½
Stock	Midland	100	143½
Stock	North British	100	88
Stock	North Eastern	100	171½
Stock	North London	100	136
Stock	North Staffordshire	100	73
Stock	South Devon	100	62
Stock	South-Eastern	100	119

* A receives no dividend until 6 per cent. has been paid to B.

Money Market and City Intelligence.

There was no change in the Bank rate of discount on Thursday. The proportion of reserve to liabilities has increased from 40⅝ last week to 46¼ this week. Since Tuesday there has been much dullness in the home railway market, caused by the announcement of commercial failures. Prices fell on Thursday. The foreign market has been quiet and but little affected up to Thursday by the events which have caused depression in other markets. Consols closed on Thursday 92¾ to ⅞ for money and account.

ESTATE EXCHANGE REPORT.

AT THE MART.

By Mr. Drivers.

Marylebone—Nos. 160 and 162, Edgware-road, freehold—sold for £5,600.
Nos. 86 and 87, Lisson-grove—sold for £1,150.
Stafford-street—The Stafford-buildings, freehold—sold for £500.
No. 88, Lisson-grove—sold for £345.
No. 90, Lisson-grove, and Nos. 1 to 8, Great James-street—sold for £1,350.
Nos. 10 and 11, Great James-street—sold for £1,340.
The Constitution public-house, freehold—sold for £3,300.
Freehold ground-rents of £53 6s. per annum—sold for £1,370.
Solicitors: Pyke, Irving, & Pyke; Potter & Stevens; Knight & Ward; and Clutton.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Ilbert—June 14, at 19, Southwick-street, Cambridge-square, the wife of Courtenay Ilbert, barrister-at-law, of a daughter.
Jones—June 15, at Thornton-hill, Wimbledon, the wife of G. Haines Jones, barrister-at-law, of a daughter.
Renshaw—June 15, at 20, Tavistock-road, Westbourne-park, the wife of Walter Renshaw, barrister-at-law, of a son.
Walker—June 14, at 5, Oxford-square, the wife of James Douglas Walker, barrister-at-law, of a daughter.
Young—June 11, at 14, Onslow-square, the wife of Francis Young, barrister-at-law, of a daughter.

MARRIAGES.

Corbett—Day—June 9, at the parish church, Bromsgrove, Henry Corbett, of Fort Royal Lodge, Worcester, solicitor, to Laura Catherine, daughter of the late Thomas Day, of Bromsgrove.
Douglas—Smith—June 10, at Hayes, Kent, Aretas Akers Douglas, of the Inner Temple, barrister-at-law, to Adeline Mary, elder daughter of H. Austen Smith, of Hayes Court, Kent.
Ribton—Mort—June 15, at St. John's Church, Notting-hill, Theodore Ribton, of the Inner Temple, barrister-at-law, to Edith, elder daughter of William Mort, of Stanley-crescent, Kensington-park-gardens.

DEATHS.

Solly—June 8, at Berlin, Thomas Solly, of the Middle Temple, barrister-at-law, aged 59.
Walker—June 11, at Buryfield, Upton-upon-Severn, Worcestershire, Thomas Willis Walker, solicitor, aged 76.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, June 11, 1875.

Hughes, William, and Hugh Llewelyn Jones, Conway, Caernarvon, Attorneys and Solicitors. June 3

Winding up of Joint Stock Companies.

FRIDAY, June 11, 1875.

LIMITED IN CHANCERY.

Colonial and Foreign Meat Supply Company, Limited.—V.C. Hall has appointed Friday, July 9, at 11.30, at his chambers, Chancery lane, to make a call on all the contributories of the above company, and the official liquidator proposes that such call shall be for ten shillings per share.

Eastbourne Coal Company, Limited.—Petition for winding up, presented June 5, directed to be heard before V.C. Malins on June 25. Wheatcroft, Leadenhall st, solicitor for the petitioners.

Globe New Patent Iron and Steel Company, Limited.—Petition for winding up, presented June 9, directed to be heard before the M.R. on June 26. Milne and Co, Harcourt buildings, Temple, agents for Payne and Galloway, Manchester, solicitors for the petitioners.

Great National Fire Insurance Company, Limited.—Creditors are required, on or before July 3, to send their names and addresses, and the particulars of their debts or claims, to Alfred Good, Poultry. Saturday, July 10, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Oakwell Collieries, Limited.—Petition for winding up, presented June 4, directed to be heard before V.C. Hall on June 25. Tidy and Co, Sackville st, Piccadilly, solicitors for the petitioner.

West Central Wagon Company, Limited.—Petition for winding up, presented June 4, directed to be heard before V.C. Malins on June 25. Burton and Co, Lincoln's-inn-fields, agents for Morgan, Birmingham, solicitor for the petitioners.

West Hartlepool Iron Company, Limited.—Petition for winding up, presented June 8, directed to be heard before V.C. Bacon on June 26. Flux and Co, East India avenue, solicitors for the petitioners.

Wolsingham Park Dinas and Fire Brick Mineral and Coal Company, Limited.—V.C. Bacon has fixed June 30, at 12, at his chambers, New square, for the appointment of an official liquidator.

TUESDAY, June 15, 1875.

UNLIMITED IN CHANCERY.

Bradford Tramways Company.—By an order made by V.C. Bacon, dated June 5, it was ordered that the above company be wound up. Webb, Queen Victoria st, solicitor for the petitioners.

Eccleshill Albion Mill Company.—By an order made V.C. Malins, dated June 4, it was ordered that the above company be wound up. Speechly and Co, New inn, agents for Mumford, Bradford, solicitor for the petitioners.

LIMITED IN CHANCERY.

Consolidated Land Company of France, Limited.—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to Samuel Lowell Price, Gresham st. Wednesday, July 14, at 12, is appointed for hearing and adjudicating upon the debts and claims.

Sanitary Milk Company, Limited.—Petition for winding up, presented June 12, directed to be heard before V.C. Malins on June 25. Oldman, Serjeants' inn, Chancery lane, solicitor for the petitioner.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, June 8, 1875.

Bristow, Alfred Rhodes, Cleveland row, St James's, Solicitor to the Admiralty. July 9. Morgan v Bristow, V.C. Hall. Bell and Co, Bow churchyard

Cooper, William, George st, Mansion House, Public Accountant. June 30. Cooper v Cooper, V.C. Hall. Hollams, jun, Mincing lane

Corpe, Alfred Richard, King st, St James's, Tailor. July 10. V.C. Hall. Raven and Hare, Harcourt buildings, Temple

Gomery, James, Cheltenham, Gloucester, or Elizabeth Reid, Chelsea. June 30. Lawrence v Llewellyn, V.C. Malins

Gordon, Sarah, Notting hill terrace. July 6. Fraser v Gray, V.C. Bacon. Aston, Edgware rd

Hitchens, Thomas, Aston park, near Birmingham, Gent. Hitchens v Robinson, V.C. Hall. Wright, Birmingham

Hodgson, Emily Catherine, Scarthwaite, near Lancaster. June 29. Hodgson v Fox, V.C. Hall. Hargreaves, Durham

Methven, James Aberdein, Oporto, Portugal, Gas Engineer. July 17. Methen v Coverley, V.C. Malins. Kearsey, Old Jewry

Phillpot, James Peek, Edgbaston, Birmingham, Tea Dealer. July 5. Maynard v Peek, M.R. Tamplin and Co, Fenchurch st

Raines, William, Wyton-in-Holderness, York. June 30. Inman v Dunn, V.C. Malins. Todd, Beverley

Schofield, George, Keighley, York, Licensed Victualler. June 26. Schofield v Schofield, M.R. Ingram, Halifax

Storey, George, King's place, Commercial rd east, Scale Maker. July 10. Shores v Thompson, V.C. Hall. Waller, Coleman st

FRIDAY, June 11, 1875.

Browning, Henry, Wallington, Surrey, Oil Merchant. July 8. Browning v Browning, M.R. Walker, Beaufort buildings, Strand

Hale, William, Cannon st, Wax Chandler. July 12. Hale v Hale, M.R. Jenkinson and Co, Corbet court, Gracechurch st

Holmes, John, Dalbury, Derby, Farmer. July 6. Woodward v Holmes, V.C. Hall. Moody, Derby

Ladlie, William, Bristol, Lieut Colonel. July 10. Ladlie v Salmon, M.R. Salmon, Bristol

Newman, Flinders, Cambridge, Builder. July 6. Watts v Newman, M.R. Jarrold, Cambridge

Salter, Isaac, Ryde, Isle of Wight, General Dealer. July 9. Salter v Salter, M.R. Ratcliffe, Ryde

Sheppard, John Horton, Towcester, Northampton, Gent. July 6. Sheppard v Sheppard, M.R. Janeway, Bedford row

Sworder, Thomas, Hertford, Solicitor. July 10. Moss v Sworder, V.C. Malins. Stokes, Borough High st, Southwark

Thompson, Robert, Valparaiso, South America, Seaman. July 10. Thompson v Thompson, V.C. Malins. Townley and Gard, Gresham buildings, Basinghall st

Toms, George Bailly, Laurence Pountney hill, Iron Merchant. July 5. Bagster v Gunn, V.C. Bacon. Dommett, Gatter lane

Williams, Henry, Vassal rd, Brixton, Gent. July 10. Boulden v Williams, M.R. Legge, Philpot lane

TUESDAY, June 15, 1875.

Atkins, Frederick Lloyd, Dowlais, Glamorgan, Gent. July 15. Atkins v Evans, V.C. Hall. Brown and Collins, Swansea

Barker, David, Northfleet, Kent, Gent. July 7. Vaughan v Digby V.C. Hall. Digby, Lincoln's inn fields

Biddle, James, Greenwich, Kent. July 15. European Assurance Society v Featherstone, M.R. Newbon, Wardrobe place

Flanders, William, Brunswick square, Esq. July 14. Howard v Dryland, V.C. Hall

Heming, Samuel, Great Alne, Warwick, Farmer. July 10. Brookes v Watson, V.C. Hall. Hobbes, Warwick

Leggett, James, Barnet, Herts, Cab Proprietor. July 10. Langley v Leggett, V.C. Malins. Jaquet, South st, Finsbury

Loftus, Thomas Alexander, Lower Addiscombe, Esq. July 15. Chapman v Loftus, V.C. Malins. Bannister, Basinghall st

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

TUESDAY, June 8, 1875.

Anderson, Joseph, Lime grove, Shepherd's bush, Esq. July 1. Murray and Co, Birchin lane

Barrett, Peter, Bradford Peverell, Dorset, Carpenter. July 20. Cox and Kitson, Bedminster

Berry, William, Haslemere, Surrey, Cordwainer. July 17. Albery and Lucas, Midhurst

Betty, James, Walmer rd, Notting hill, Builder. July 4. Pattison and Co, Lombard st

Bushell, John, Herne, Kent, Farmer. July 6. Sankey and Co, Canterbury

Dawes, Henry, Hyde park gardens, Esq. July 10. Routh and Stacy, Southampton st, Bloomsbury

Dawes, Maria, Hyde park gardens. July 10. Routh and Stacy, Southampton st, Bloomsbury

Forrest, Thomas, Blackburn, Lancashire, Trotter Manufacturer. June 30. Wilkinson, Blackburn

Ford, alias Hand, William, Hartcliffe, York, Farmer. Aug 31. Dransfield and Sons, Penistone

Harrington, Mary, Carlisle. July 10. Donald, Carlisle

Hattersley, Edward, Barnsley, York, Gent. Aug 24. Dibb and Raley, Barnsley

Houchin, Susan, Edmonton, Middlesex. July 12. Marchant and Purvis, George yard, Lombard st

Houlden, Mary, Louth, Lincoln. July 1. Bell, Louth

Jones, Ann, Swansea, Glamorgan. July 15. Spickett and Price, Pontypridd

Lamb, George Henry, Colville gardens, Kensington park, Esq. Aug 15. Simson and Co, Great George st, Westminster

Mason, George Hemming, Theresa terrace, Hammersmith, Artist. July Palmer and Co, Trafalgar square, Charing cross

Mayor, Rev William, Swine, near Hull. Sept 1. Darley, Blackburn

Milne, James, Willington, Northumberland, Surgeon. July 1. Gibsons and Pybus, Newcastle-upon-Tyne

Morgan, Rev Augustus Henry, Suffolk st, St James's. Sept 1. Barker and Hignett, Chester

Mousley, John Hardcastle, Derby, Attorney. July 17. Powell, Derby

Noble, Ann Maria, Brighton, Sussex. July 8. Woods and Dempster, Brighton

Painter, George, Aldborough Hatch, near Ilford, Essex, Gent. July 15. Champion and Co, Ironmonger lane, Cheapside

Perry, Mary, Margate, Kent. July 15. Isaacson, Margate

Porteus, John, Sale, Cheshire, Merchant. June 24. Boote and Edgar, Manchester

Robley, John, Manchester. July 30. Clare and Son, Manchester

Rose, William, Liverpool. July 1. Francis and Co, Liverpool

Sanderson, Thomas, Stanhope, Durham, Joiner. July 17. Thompson, Stanhope

Scott, Edmund, East Lambrook, Somerset, Yeoman. July 6. Nicholetts, South Petherton

Stevens, Charles, Rye terrace, Peckham rye, Esq. Aug 3. Child, Paul's Bakehouse court, Doctors' commons

Truscott, Samuel, St. Austell, Cornwall, Saddler. July 7. Coode and Co, St Austell

Trustram, William Prince, Cheapside, Solicitor. July 10. Hales and Co, Cheapside

Utting, William, Great Yarmouth, Norfolk, Boat Owner. July 14. De Caux, Great Yarmouth

Webster, David, Boston Spa, York, Gent. July 31. Snowdon, Leeds

FRIDAY, June 11, 1875.

Ainsworth, Thomas, Stockton-on-Tees, Durham, Earthenware Manufacturer. July 4. Dodds and Co, Stockton-on-Tees

Andrews, Henry Genge, Rimpton, Somerset, Esq. Sept 1. Slade and Co, Yeovil

Baker, Maria Louisa, Brighton, Sussex. July 10. Smith, Lincoln's inn fields

Banister, John, Newgate st, Butcher. July 9. Kingsford and Dorman, Essex st, Strand

Briant, Jane Mackrell, Charles square, Hoxton. Aug 1. Weeks and Son, Newgate st

Carney, John, Bolton, Lancashire, Felt Manufacturer. July 8. Ramwell and Pennington, Bolton

Cumpstone, Elizabeth, Lincoln. July 20. Bell, Louth

De Jarnac, Philippe Ferdinand Augustus de Ronan Chabot Comte, Thomastown Castle, Tipperary, Ambassador of France. July 20. Capron and Co, Savile place, Conduit st

Dolphin, Catherine, Halifax, York. July 10. Holroyde and Smith, Cheapside, Halifax

Geoghegan, Henry Moore, Henfield, Sussex, Surgeon. July 1. Brandreth and Gray, Middle st, Brighton

Goe, Field Flowers, Louth, Lincoln, Gent. Aug 4. Allison, Louth

Gray, John, Benniworth, Lincoln, Machine Owner. July 6. Bel Louth
Hall, Dinah, Kirkby Stephen, Westmorland. June 30. Preston, Kirkby Stephen
Hall, William, Buccleuch terrace, Upper Clapton, Esq. Aug 9. Morice, Serjeants' inn, Fleet st
Hanchett, Elizabeth Collins, Ladbroke square. July 10. Smith, Lincoln's inn fields
Hanworth, Jonathan, Stockton, Durham, Gent. July 4. Dodds and Co, Stockton-on-Tees
Hayward, Frederick, New Windsor, Berks, Gent. Oct 1. Darvill and Co, New Windsor
Hedding, Sarah, Stratford-upon-Avon, Warwick. July 10. Holben, Cambridge
Hoskins, William, Troedyrhui Merthyr Tydfil, Glamorgan, Grocer. Aug 9. James, Merthyr Tydfil
Jebbett, Henry Hards. Biggleswade, Bedford, Publican. July 16. Hooper and Co, Biggleswade
Johnson, Frances Amelia, Hereford rd, Bayswater. July 15. Johnson, Shenstone, Great Malvern
King, Emma Evans, Camberwell House, Camberwell. July 19. Argles and Rawlins, Gracechurch st
Knight, Richard, York st, St James's, Plumber. July 10. Sawbridge, Milk st, Cheapside
Pearman, Thomas, Walkern, Hertford. July 31. Spence and Co, Hertford
Predgen, Charles, Kingston-upon-Hull, Fruiterer. June 30. Reed, Kingston-upon-Hull
Sharp, Ann, Liverpool. July 7. Bartley, Liverpool
Smith, Thomas, Harlow, Essex, Farmer. July 1. Windus, Epping
Swan, Ann, York st, London rd, Southwark, Baker. Sept 7. Tidy and Co, Sackville st, Piccadilly
Taylor, William, Anston, York. Farmer. Aug 1. Whall, Worksop
Turner, George, Birmingham, Draper. July 28. Burman, Birmingham
Wood, Maria Woodley, Epsom, Surrey. July 21. Hine and Co, College hill
Wright Samuel, Walkern, Hertford, Maltster. July 31. Spence and Co, Hertford

TUESDAY, June 15, 1875.

Bowker, William Kay. West Derby, Lancashire, Bricklayer. July 24. Frodsham and Nicholson, Liverpool
Carey, Thomas, Lower Lee Woolton, Lancashire, Esq. July 31. Hore and Monkhouse, Liverpool
Chase, Charles, Fyning Cross, Sussex, Gent. July 14. Marvin, Southsea
Churchman, Mary, Glatton, Huntingdon. June 24. Day and Co, Kidderminster
Dalton, Edwin, Devonshire rd, Balham, Gent. June 30. Bircham and Co, Parliament st, Westminster
Dance, Frances, Clains, Worcester. July 21. Hill, Worcester
Delius, Ernest Arnold Frederick, Manchester, Merchant. July 16. Hall and Janion, Manchester
Elkins, William Edmund, Guildford, Surrey, Brewer. July 24. Elkins, Reading
England, Elizabeth Dampier, Weymouth, Dorset. July 7. Andrews and Pope, Dorchester
Fernyhough, John Robert, Belsize park, Hampstead, Esq. Nov 1. Henderson and Buckle, Fenchurch st
Finnis, Elizabeth, Birmingham. Aug 7. Wrentmore, Chancery lane
Ford, Mary Ann, Cumming st, Pentonville rd. July 15. Sharp and Ullithorne, Field court, Gray's inn
Forster, Thomas, Hetton-le-Hole, Durham, Retired Innkeeper. July 12. Legge and Miller, Houghton-le-Spring
Freeland, Ann Sophia, Watford, Hertford. Sept 1. Sedgwick, Watford
Hill, Charles, Wincely House, Lincoln, Gent. Dec 11. Bourne and Rhodes, Alford
Jackson, Lucy, Upper Park st, Islington. July 25. Wilson, Great James st, Bedford row
Jefferson, John, Stockdalewath, Cumberland, Gent. Sept 1. Cartmell, Carlisle
Jellyman, John, Stratford-upon-Avon, Warwick, Rope Maker. July 31. Hobbes and Co, Stratford-upon-Avon
Lambert, Sarah, Tranmore, Kellington, York. July 24. Arundel, Pontefract
Ling, William, Hatfield Peverell, Essex, Farmer. Aug 1. Thomson and Son, Cornhill
Longstaff, Robert, Brough, Westmorland, Gent. July 31. Preston, Kirkby Stephen
Mackay, Elizabeth, Petham, near Canterbury, Kent. Aug 12. Wing and Du Cane, Gray's inn square
Maynard, Rev William, Rock Ferry, Cheshire. Aug 1. Morecroft and Winstanley, Liverpool
Milnes, John, Liverpool, Gent. July 31. Wilding and Son, Blackburn
Morsineau, Julius Fry, Stratford, Essex, Hay Salesman. July 20. Harston and Co, Gresham buildings, Guildhall
Nixon, Thomas, sen, Claybrooke Magna, Leicester, Timber Merchant. Aug 16. Watson and Barker, Lutterworth
Openshaw, Frank Challenor, Pilkington, Lancashire, Gent. Aug 16. Norris, Bury
Peel, George, jun, Seymour st, Portman sq, Engineer. July 31. Slater and Co, Manchester
Porteus, John, Sale, Cheshire, Merchant. June 28. Boote and Edgar, Manchester
Rainbow, Robert, Stratford-upon-Avon, Warwick, Corn Dealer. July 31. Hobbes and Co, Stratford-upon-Avon
Reading, Matilda, Chesham, Buckingham. Sept 11. Francis and How, Chesham
Robinson, Thomas, Altrincham, Cheshire, Ironmonger. Aug 31. Farry and Son, Manchester
Smith, Richard, Wigan, Lancashire, Grocer. Aug 12. Leigh and Ellis, Wigan
Spink, Clarissa, Cambridge. July 1. Fetch and Jarrold, Cambridge
Stokes, William, Horton, Cheshire, Gent. Aug 12. Boydell and Co, Chester
Tapsell, Edward, Sunbridge, Kent, Farmer. Aug 1. Holcroft and Co, Sevenoaks
Tizard, Emily, Melcombe Regis, Dorset. July 21. Tizard and George Melcombe Regis
Veevers, Thomas, Blackburn, Lancashire, Gent. July 31. Wilding and Son, Blackburn
Vink, Lauretta Victorina, Hastings, Sussex. Sept 1. Meadows and Elliott, Hastings
Winham, Martha, Thorpe, Norwich. Aug 1. Preston, Norwich

Bankrupts.

FRIDAY, June 11, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registar.

To Surrender in London.

Chidley, John Robert, Old Jewry, Solicitor. Pet March 5. Brougham. June 29 at 12
Cook, Charles Christopher, John st, Adelphi, Builder. Pet June 7. Brougham. June 25 at 12

To Surrender in the Country.

Bernsdorf, Gustav, Bradford, York, Commission Agent. Pet June 8. Robinson. Bradford, June 22 at 9
Dillon, Thomas, Manchester, Skirt Manufacturer. Pet June 8. Kay. Manchester, July 1
Heath, Richard, Burton-on-Trent, Stafford, Baker. Pet June 9. Hubbersty. Burton-on-Trent, June 23 at 11
Kind, Edward, Peterborough, Cabinet Maker. Pet June 7. Gaches, Peterborough, June 26
Lansdowne, John, Derby, Builder. Pet June 5. Weller. Derby, June 28
Orchard, John, Long Eaton, Derby, Lace Maker. Pet June 5. Weller. Derby, June 25 at 12
Taylor, William Day, Barrow-in-Furness, Builder. Pet June 8. Postlethwaite. Barrow-in-Furness, June 25

TUESDAY, June 15, 1875.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Armit, John Lees, Belgrave rd, Abbey rd, Gent. Pet June 14. Spring-Rice. July 2 at 11
Eden, Thomas Milward Benton, Melina place, St John's wood. Pet June 12. Hazlitt. June 29 at 11
Jacobi, Samuel, Great St Helen's, Merchant. Pet June 11. Roche. July 1 at 11
Werner, Diedrich, Sparrow corner, Minories, Licensed Victualler. Pet June 5. Spring-Rice. July 1 at 11

To Surrender in the Country.

Beynon, Beynon, Liverpool, Grocer. Pet June 10. Watson. Liverpool, June 29 at 2
Earnshaw, Robert, Colne, Lancashire, Accountant. Pet June 10. Hartley. Burnley, June 29 at 3
Gregory, Charles, Newcastle-upon-Tyne, Boot Maker. Pet June 11 Mortimer. Newcastle, June 26 at 12
Houlston, Joshua, Roby, nr Liverpool, Licensed Victualler. Pet June 11. Hime. Liverpool, June 30 at 2
Matthews, Charles, Harrogate, York, Hotel Keeper. Pet June 9. Perkins. June 28 at 2
Thompson, William Austin, Caterham, Surrey, Publisher. Pet June 7 Rowland. Croydon, July 2 at 2

BANKRUPTCIES ANNULLED.

FRIDAY, June 11, 1875.

Baker, James Campbell, Liverpool, Estate Agent. May 23

TUESDAY, June 15, 1875.

France, William, Wigan, Lancashire, out of business. June 9

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 11, 1875.

Barnes, Thomas, Monks Risborough, Buckingham, Builder. June 26 at 2 at the George Inn, Princes Risborough. Clarke, High Wycombe
Battersby, James, Burnley, Lancashire, Grocer. June 24 at 12 at the Bull Hotel, Burnley. Ainsworth, Blackburn
Boucher, Henry, Bristol, Builder. June 29 at 11 at offices of Salmon, St Stephen's st, Bristol
Boulter, Henry, Kington, Hereford, Shoe Maker. June 24 at 3 at the Talbot Inn, Kington. Cheese
Brackenbury, Eland, South Stockton, York, Labourer. June 25 at 2 at 13, Finkle st, Stockton-on-Tees. Fawcett and Co
Brearley, James, Oldham, Lancashire, Cotton Dealer. June 23 at 3 at offices of Buckley and Clegg, Clegg st, Oldham
Brinkley, William, Woodbridge, Suffolk, Butcher. June 24 at 4 at offices of Moulton, Woodbridge. Welton
Burgess, Thomas William, Torriano avenue, Camden rd, Plumber. June 30 at 2 at offices of Walker, Seven Sisters' rd
Buxton, Henry William, Ipswich, Suffolk, Sculptor. June 26 at 11 at offices of Jackaman and Sons, Silent st, Ipswich
Carter, Francis Edward, Maidstone, Kent, Photographer. June 23 at 3 at offices of Monckton and Co, King st, Maidstone
Carter, Thomas, Sunderland, Durham, Tailor. June 21 at 11 at offices of Dawson and Robinson, Villiers st, Sunderland
Child, George, Worthing, Sussex, Grocer. June 21 at 3 at offices of Lackett, Bedford row, Worthing
Clarke, Thomas, Goole, York, Grocer. June 24 at 11 at offices of England, jun, East parade, Goole
Close, Samuel, Old st, Goswell rd, Ironmonger. July 1 at 3 at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland
Cobley, Charles, Greenwich, Kent, Grocer. June 24 at 3 at offices of Marchant and Purvis, High st, Deptford
Cook, William, Newcastle-upon-Tyne, Chemical Broker. June 21 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Cox, Henry, Ivimey, Portsmouth, Hants, Coal Merchant. June 23 at 12 at 145, Cheapside. King, Portsea

Daniel, John, Vauxhall Bridge rd, Plumber. June 24 at 1 at offices of Dutton, Churton st, Pimlico

De Lelivs, Theodore Alexandre, Mayall rd, Brixton, Commercial Traveller. June 29 at 12 at offices of Carr and Co, Basinghall st

Donaldson, Alexander Anderson, Gateshead, Durham, Tailor. June 25 at 11 at offices of Keenlyside and Forster, Grainger st west, Newcastle-upon-Tyne

Dunn, Michael, Sheffield, Printer. June 24 at 11 at offices of Smith, North Church st, Sheffield

Dunston, John, Stow park, Lincoln, Commission Agent. June 21 at 11 at offices of Rex, Broadgate, Lincoln

Farrow, James Holt, Heywood, Lancashire, Licensed Victualler. June 30 at 3 at offices of Otten and Bryan, Ridgfield, Manchester

Fellows, Richard, Portobello, Stafford, Beerhouse Keeper. June 26 at 12 at offices of Barrow, Queen st, Wolverhampton

Ides, Henry Edward, Liverpool, Law Clerk. June 23 at 2 at offices of Danger, Cook st, Liverpool

Fothergill, Richard, and Errest Thomas Hankey, Abchurch lane, Cannon st, Iron Masters. July 21 at 2 at the City Terminus Hotel, Cannon st. Hellams and Co, Mincing lane

Gamble, James, Bath, Captain in H.M.'s 62nd Regiment. June 25 at 11 at offices of Daubeney and Wilson, Belmont, Bath

Gosling, Edwin, New Ormond st, out of business. June 25 at 12 at offices of Blake and Snow, College hill, Cannon st

Hall, Thomas, Southampton, Licensed Victualler. June 24 at 12 at offices of Guy, Albion terrace, Southampton

Hallam, Joseph Benjamin, Sheffield, Grocer. June 25 at 11 at offices of Binney and Sons, Queen st chambers, Sheffield

Harrison, Walter, Yeovil, Somerset, Plasterer. June 26 at 11 at offices of Glyde, Wyndham House, Princes st, Yeovil

Hayter, William Thomas, Sherborne, Dorset, Furniture Dealer. June 29 at 1 at the Saracen's Head, Temple gate, Bristol. Davies, Sherborne

Holmes, Richard, Stratton-on-the-Fosse, Somerset, Brick Maker. June 24 at 12 at the York Hotel, Waterloo rd, Lambeth. Chandler, Basingstoke

Humphreys, John, Brighton, Sussex, Job Master. June 23 at 11 at offices of Goodman, Prince Albert st, Brighton

Hursley, John, Wardour st, Soho, Surgeon. June 28 at 3 at the Plough Tavern, Beaufort buildings, Strand. Parkes, Beaufort buildings, Strand

Jeffcoat, William, Whitwick, Leicester, Carpenter. June 21 at 12 at the Woolpack Inn, West Bond st, Leicester. Wilson, Burton-upon-Trent

Jennison, John, Sunderland, Durham, Iron Merchant. June 21 at 11 at offices of Brown and Son, Villiers st, Sunderland

Kerr, Alexander, Gloucester, Travelling Draper. June 28 at 12.30 at the George and Railway Hotel, Bristol. Cooke, Gloucester

Knight, George, Bristol, out of business. June 24 at 2 at offices of Brittain and Co, Small st, Bristol

Lees, Joseph Ogden, Ashton-under-Lyne, Lancashire, Cotton Spinner. June 28 at 2.30 at the King's Arms Hotel, Yorkshire st, Oldham. Ponsonby

Leslie, John, Lowestoft, Suffolk, Tailor. June 28 at 11 at offices of Wiltshire, Hall plain, Great Yarmouth

Marston, William James, Llangarren, Hereford, Miller's Assistant. June 28 at 2.30 at offices of Haines, St John's lane, Gloucester

Maunder, Thomas, Whitmore-rean's, Stafford, Ginger Beer Manufacturer. June 24 at 3 at offices of Sheldon, Lower High st, Wednesbury

Morrall, James, and James Morrall, jun, Grange rd, Bermondsey, Tanners. June 24 at 2 at offices of Saffery and Huntley, Tooley st

Muir, William, Chapel-en-le-Frith, Derby, Boot Dealer. June 28 at 3 at offices of Edwards and Bintliff, Cheapside, Chapel walks, Manchester

Penn, Charles, Dover, Kent, Upholsterer. June 23 at 2 at the Guildhall Tavern, Gresham st. Minter

Reeves, John, Malpas, Cheshire, Butcher. June 22 at 2 at offices of Cartwright, Pepper st, Chester

Richardson, Robert, and Francis Robert Raines, Newcastle-upon-Tyne Shipbrokers. June 22 at 12 at offices of Mather and Co, Moseley st, Newcastle-upon-Tyne

Robson, John Thomas, Leeds, Manufacturing Clothier. June 22 at 2 at offices of Pullan, Bank chambers, Park row, Leeds

Rogers, Thomas, Dorchester, Dorset, Cabinet Maker. June 28 at 2 at offices of Weston, High West st, Dorchester

Row, George Hart, Virginia row, Bethnal green. July 1 at 2 at offices of Layton and Co, Budge row, Cannon st

Saemann, Oscar Charles, Fenchurch st, Wine Merchant. June 28 at 2 at offices of Linklater and Co, Walbrook

Storer, John, Derby, Tailor. June 28 at 11 at offices of Flint, Full st, Derby

Strawbridge, William Joseph, Birmingham, Painter. June 25 at 3 at offices of Edwards, Waterloo st, Birmingham

Summers, William, and Edward Summers, Nottingham, Lace Manufacturers. June 29 at 10 at offices of Cranch and Stroud, Low pavement, Nottingham

Talby, Joshua, Hanley, Stafford, Greengrocer. June 14 at 3 at offices of Stevenson, Cheapside, Hanley

Townsend, Thomas, Maryland rd, Harrow rd, Greengrocer. June 11 at 11 at 1, Blechenden st, Lancaster rd, Notting hill. Brown, King's rd, Bedford row

Wilkinson, George Noble, and James Byers Watt, Leadenhall st, Steamship Owners. June 25 at 3 at offices of Fletcher and Co, Moorgate st. Lowless and Co, Martin's lane, Cannon st

Wilson, Frederick, Nottingham, Builder. June 21 at 12 at offices of Belk, Middle pavement, Nottingham

Winters, Jesse, High st, Stoke Newington, Monumental Mason. June 21 at 2 at offices of Drew, Fore st. Harrison, Godliman st

Woodbridge, William Henry Flower, Strand, Manager to a Brewer. June 17 at 12 at Mullen's Hotel, Ironmonger lane. King

Woodhead, William Proctor, Sheffield, Grocer. June 22 at 3 at offices of Clegg and Sons, Bank st, Sheffield

Woods, John William, Southgate rd, Stationer. July 5 at at offices of Holloway, Ball's Pond rd, Islington. Fenton, Albion terrace, Kingsland

TUESDAY, June 15, 1875.

Abrahams, Frederick, Albion Theatre, Poplar. Theatrical Manager. June 26 at 2 at offices of Evans and Eagles, John st, Bedford row

Akers, Arthur, Birmingham, Tailor. June 25 at 3 at offices of Parry, Bennett's hill, Birmingham

Allerton, George Hanson, sen, Stoke-upon-Trent, Stafford, Butcher. June 30 at 11 at offices of Welch, Caroline st, Longton

Appleby, John, Great Grimsby, Lincoln, Grocer. June 29 at 2 at offices of Chatham and Son, Bowlalley lane, Kingston-upon-Hull

Bailey, Charles James, Birmingham, General Agent. June 28 at 3 at offices of Lowe, Temple st, Birmingham

Baldwin, Thomas, St Weonard's, Hereford, Saddler. June 28 at 1 at 2, Palace yard, Hereford

Bennett, John Edward, and James Glave, Leeds, Woollen Manufacturers. June 25 at 2 at the Station Hotel, Wellington st, Leeds. Simpson and Burrell

Benson, Henry, Milton st, Fancy Manufacturer. June 30 at 3 at 145, Cheapside. Rooks and Co, King st, Cheapside

Bradbury, Thomas, Longnor, Stafford, Assistant Overseer. July 1 at 3 at offices of Barclay, Exchange chambers, Macclesfield

Bradshaw, Hugh, Manchester, out of business. June 30 at 12 at offices of Ryland, Essex st, Manchester

Bray, John, Sheerness, Kent, Chemist. July 1 at 12 at the Law Institution, Chancery lane. Copland, Sheerness

Bryan, William, Stourbridge, Worcester, Grocer. June 25 at 11 at offices of Collis, Market st, Stourbridge

Burgess, Edwin, Hastings, Sussex, Stationer. June 29 at 10.30 at offices of Neve, Norman rd West, St Leonards-on-Sea

Cassell, Max Henry, Camomile st, Bishopsgate st, Diamond Merchant. June 5 at 3 at offices of Goldberg, west st, Moorgate st

Chatterton, David, Meltham, York, Stone Merchant. June 30 at 11 at offices of Sykes and Son, Lord st, Huddersfield

Clifford, Francis William, Worcester, Boot Maker. June 23 at 11 at offices of Tree, Sansome st, Worcester

Coombes, Samuel Charles, West Hartlepool, Durham, Brick Manufacturer. June 29 at 12 at offices of Todd, Church st, West Hartlepool

Dale, William, Weston, Cheshire, Publican. July 2 at 3 at Temple chambers, Oak st, Crewe town. Cooke, Crewe

Dancer, Daniel Twidell Thomas, Euston rd, Commission Agent. June 22 at 4 at offices of Parke, Coleman st

Dickinson, Benjamin, Jermyn st, no occupation. June 30 at 12 at offices of Reed and Lovell, Guildhall chambers, Basinghall st

Dove, Charles, Bradford, York, Ironmonger. June 30 at 11 at offices of Yewdall and Son, New Market st, Bradford

Flowers, James, Cheltenham, Gloucester, Grocer. June 26 at 10 at offices of Marshall, Essex st, Rodney terrace, Cheltenham

Ford, Emma, Trowbridge, Wilts, Outfitter. June 28 at 1 at the White Hart Hotel, Broad st, Bristol. Clark and Collins, Trowbridge

Fry, Robert Henry, and Thomas Roberts, Liverpool, Wine Merchants June 28 at 12 at offices of Last, Harrington st, Liverpool

Gibbs, Edmund, Bridge, Kent, Brewer. July 1 at 12.30 at the Queen's Head Inn, Watling st, Canterbury. Sankey and Co, Canterbury

Glover, William, Manchester, Lace Merchant. June 30 at 3 at offices of Sale and Co, Booth st, Manchester

Griffiths, Stephen, Llether, Pembroke, Labourer. June 25 at 11 at offices of Howell, Park st, Llanelly

Hall, Benjamin, Eckington, Derby, Boot Dealer. June 25 at 3 at offices of Clegg and Sons, Bank st, Sheffield

Hames, John, Barnstaple, Devon, Chemist. June 29 at 2 at offices of Chanter and Finch, Bridge hall chambers, Barnstaple

Handisyde, Charles, Hemingford rd, Barnsbury, Upholsterer. June 29 at 3 at offices of Nickinson and Co, Chancery lane

Harper, Edward, Liverpool, Warehouseman. June 8 at 3 at offices of Queich, Dale st, Liverpool

Harrison, Robert Donnison, Darlington, Durham, Builder. June 28 at 3 at offices of Webster, Central Hall, Darlington

Hawkins, Daniel, Cheltenham, Gloucester, Builder. June 26 at 10 at 2, Bedford buildings, Cheltenham. Boodle

Heath, Albert, Castle st, Leicester square, Chemist. June 23 at 3 at offices of Sherwood, King William st, Strand

Hoffenbach, Leopold, sen, Watling st, Merchant. July 3 at 1 at offices of Cordwell, College hill, Cannon st

Howe, James Duppa, Canton, near Cardiff, Glamorgan, Grocer. June 28 at 11 at offices of Evans, High st, Cardiff

Inwood, George, Cradley, Hereford, Farmer. June 29 at 12 at offices of Bentley, Foregate st, Worcester

Johnson, Edwin Alphonso, London rd, Croydon, out of business. June 26 at 3 at offices of Evans and Eagles, John st, Bedford row

Johnson, Thomas, Mansfield Woodhouse, Nottingham, Baker. June 2 at 3 at offices of Cranch and Stroud, Low pavement, Nottingham

Jones, John, Aberdare, Glamorgan, Travelling Draper. June 24 at 12 at offices of Beddoe, Canon st, Aberdare

Jones, Thomas, Swansea, Glamorgan, Haulier. June 24 at 3 at offices of Glascodine, Fisher st, Swansea

Jones, Thomas Octavius, Jewin st, Manufacturer. June 24 at 3 at offices of Miles, King Edward st, Newgate st

King, Lemuel, Fernilee, Derby, Builder. June 29 at 11 at offices of Vaughan and Sons, Taviotdale, Heaton Norris

Langham, Samuel Fewkes, Leicester, Boot Manufacturer. June 28 at 3 at the Bell Hotel, Hunbaston gate, Leicester. Ryland, Manchester

Leach, William, and Richard Jarman, Norwich, Carriers. June 30 at 3 at offices of Sadd and Linay, Church st, Norwich

Lloyd, Thomas, Llanvaughan, Cardigan, Farmer. June 23 at 11 at offices of Lloyd, High st, Lampeter

Lucas, Joseph John, Stockton-on-Tees, Durham, Cigar Merchant. June 29 at 1 at the Queen Hotel, Middlesborough. Stubbs

Marston, Sarah, Llangarren, Hereford. June 28 at 2.30 at offices of Haines, St John's lane, Gloucester

Martin, Julius, Sutton, Kent, Farmer. June 28 at 2 at the Fleur-de-lis Hotel, Canterbury. Minter, Folkestone

Mawson, Benjamin, James Mawson, and Thomas Atkinson, Liversedge, York, Prussiate of Potash Manufacturers. June 28 at 2.30 at the Mirfield Station Refreshment Rooms, Ibberson

McLean, Murdoch, Rosth, Glamorgan, Travelling Draper. June 29 at 11 at offices of Morgan, High st, Cardiff
Mertens, Emile, Goswell rd, Clerkenwell, Wine Merchant. July 5 at 1 at offices of Goldberg, West st. Moorgate st
Miall, Alfred, Regent st, Fancy Work Dealer. June 24 at 11 at offices of Deane and Co, South square, Gray's inn
Mitchell, John Edwin, Sunderland, Durham, Jeweller. June 24 at 11 at offices of Lawson and Robinson, Villiers st, Sunderland
Moses, Ralph, Brotton, York, General Dealer. June 26 at 11 at offices of Hunton and Bolsover, High st, Stockton-on-Tees
Norris, Thomas Greaves, Ball's Pond rd, Dalston, Cabinet Maker. July 3 at 10.15 at offices of Hicks, Globe rd, Mile End
O'Connor, Edward, Liverpool, Boot Maker. July 2 at 4 at offices of Harper, Cable st, Liverpool
Outram, William, Rotherham, York, Joiner. June 29 at 11 at offices of Willis, Rotherham
Parker, William, Leicester, Boot Manufacturer. June 28 at 12 at offices of Harvey, Pocklington's walk, Leicester
Pitcher, Henry Purcell, St George's road, Southwark, Builder. June 28 at 11 at offices of Hedger, Furnival's inn, Holborn
Porter, Henry, Wolverhampton, Stafford, Locksmith. June 26 at 11 at offices of Barrow, Queen st, Wolverhampton
Priscott, George, Bideford, Devon, Grocer. July 7 at 12 at offices of Hole and Peard, Willet st, Bideford
Pritchard, Henry, Risca, Monmouth, Builder. June 28 at 2 at offices of Dixon, Tredegar place, Newport
Pullan, Frederick, Holbeck, Leeds, Bricklayer. June 28 at 11 at offices of Hardwick, Boar lane, Leeds
Rees, Rees, Brynbele, Carmarthen, Farmer. June 28 at 2 at offices of Evans, Queen st, Carmarthen
Rayner, Isaac, Manchester, Lancashire, Commission Agent. June 28 at 3 at offices of Law, King st, Manchester
Rolfe, William, Whitechapel rd, Boot Maker. July 1 at 3 at offices of Thwaites, Basinghall st. Parke, Coleman st
Saint, Isaac William, Bishopsgate st without, Ironmonger. June 22 at 3 at Mullens' Hotel, Ironmonger lane. Butterfield, Ironmonger lane
Schofield, Job, York, Joiner. June 28 at 11 at offices of Watson, Leeds, York
Schofield, John, Bradford, York, Dyer. June 28 at 11 at offices of Wood and Killick, Commercial Bank buildings, Bradford
Shand, William Francis, and William Maclachlan, Church st, Mile End New town, Sauce Manufacturers. June 30 at 2 at offices of Marchant and Purvis, George yard, Lombard st
Simons, Robert Cambridge, Caterham, Surrey, Builder. June 29 at 3 at offices of Wood and Hare, Basinghall st
Simpson, Samuel, and William Baker, Tottenham court rd, Builders. July 1 at 11 at the City Terminus Hotel, Cannon st. Barnard
Smeeton, Joseph, Lower Broughton, Lancashire, Waterproof Cover Maker. June 30 at 3 at offices of Farrar and Hall, Princess st, Manchester
Smith, Robert Henry, Bath, Somerset, Smith. June 26 at 11.30 at offices of Wilton, Westgate buildings, Bath
Strynman, Moses, Canton, Cardiff, Glamorgan, Auctioneer. June 29 at 11 at offices of Davis, St John st, Cardiff
Tomlinson, Henry, Liverpool, Works of Art Dealer. June 28 at 2 at offices of Banner and Son, North John st, Liverpool. Laces and Co, Liverpool
Vivian, Albertus Henry Dennis, Wall, Cornwall, Coal Merchant. June 24 at 11 at the Red Lion Hotel, Truro. Trevena, Redruth
Wakefield, George, Crosby-le-Moor, Lincoln, Farmer. June 30 at 12 at the Elephant Hotel, Doncaster. Collinson and Co, Doncaster
Walters, Daniel, Loughor, Carmarthen, Tailor. June 30 at 11 at 10, Temple st, Swansea. Howell, Llanelly
Whaley, Joshua Rycroft, East rd, City rd, Tailor. June 24 at 3 at offices of Cattlin, Guildhall yard
Wigglesworth, John, Fenton, Stafford, Licensed Victualler. June 25 at 11 at offices of Adderley and Marfleet, Commerce st, Longton
Winstanley, John, Wigan, Lancashire, Brasstounder. June 28 at 11 at offices of Byrom, King st, Wigan
Woods, William, Edward George Woods, and Henry Woods, Proprietors of the City United Club, Ludgate circus. June 21 at 3 at the Guildhall Tavern, Gresham st. Ditton, Ironmonger lane
Wordsworth, Peter Wright, Witton, Cheshire, Coal Merchant. June 28 at 12 at offices of Green and Dixon, Castle st, Northwich

FUNERAL REFORM.—The exorbitant items of the Undertaker's bill have long operated as an oppressive tax upon all classes of the community. With a view of applying a remedy to this serious evil the LONDON NECROPOLIS COMPANY, when opening their extensive cemetery at Woking, held themselves prepared to undertake the whole duties relating to interments at fixed and moderate scales of charge, from which survivors may choose according to their means and the requirements of the case. The Company also undertakes the conduct of Funerals to other cemeteries, and to all parts of the United Kingdom. A pamphlet containing full particulars may be obtained, or will be forwarded, upon application to the Chief Office, 2 Lancaster-place Strand, W.C.

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THIS EVENING, at 7.30, A WHIRLIGIG. At 8, OUR BOYS by H. J. Byron. Concluding with A FEARFUL FOG. Messrs. W. Farren, T. Thorne, Warner, C. W. Garthorne, W. Lestocq, Bernard, and D. James; Mesdames Amy Roselle, Bishop, N. Walters, C. Richards, S. Larkin, &c.

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